

September 16, 2016

SUBMITTED ELECTRONICALLY VIA ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW Washington, DC 20554

FCC Docket 02-6

Re: Appeal of Empire Public Schools (BEN: 139891), for denial of FY 2013
Application FRN 2408013 and FY 2014 FRN 2586641

Pursuant to 47 C.F.R. § 54.719(a), Empire hereby respectfully submits this appeal of decisions by the Universal Service Administrative Company (USAC) to deny FRN 2408013 for Funding Year 2013 and FRN 2586641 for Funding Year 2014.

Contact:

Chris Webber
CRW Consulting
P.O. Box 701713
Tulsa, OK 74170-1713
chris@crwconsulting.com
918.445.0048
Consultant for Empire

The reason for denial on the FCDL:

“The FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order, that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to the prices available commercially and stated that ‘there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost effective, absent extenuating circumstances.’”

Signed:

_____/s/____

Chris Webber

Owner

CRW Consulting LLC

PO Box 701713

Tulsa, OK 74170

918.445.0048

chris@crwconsulting.com

I. INTRODUCTION

Empire Public Schools (Empire or the District) hereby respectfully requests that the Universal Service Administrative Company (USAC) reverse its decision to deny Schools and Libraries (E-rate) universal service funding to Empire for its FRN 2408013 on 471 Application Number 884179 for Funding Year 2013 and FRN 2586641 on 471 Application Number 951204 for Funding Year 2014.

USAC denied the District's request for funding because USAC claims that the District did not select the most cost-effective bidder to provide its Internet access services. To the contrary, as the discussion below will explain, the District satisfied all of the program's competitive bidding rules and selected the most cost-effective services, when it considered price and its other evaluation criteria. USAC's use of a bright-line standard is contrary to Commission precedent stating no such bright-line test exists, and, regardless, *Ysleta* is not applicable here.

Upholding the denials of these applications will preclude a fair and open competitive bidding process in which all bids are fairly evaluated, render the competitive bidding process meaningless and will force schools to select a lower-cost bid, even if not the most cost-effective, contrary to program rules – and possibly their own competitive bidding requirements. For practical purposes, this ruling by USAC will make price the only factor that matters in the E-rate competitive bidding process. That will result in many applicants selecting services that do not provide the best value for them or, therefore, the E-rate program. Such an outcome would not serve the E-rate program or statutory goals. Thus, we respectfully ask USAC to reverse its decision and grant funding to the District for the funding request at issue.

II. BACKGROUND

Empire is a small, rural school district in southwest Oklahoma. The District has approximately 500 students and at the time that the competitive bidding process was conducted, the district did not have a full time IT person on staff.¹

For Funding Year 2013 the District filed a 470 requesting bids for Internet access and additional services.² The District also released a Request for Proposal on September 24th, 2012. Included in this RFP were requests for Internet access and other unrelated services³.

The District received four bids for the Internet access portion of the RFP: Meet Point Networks, Network Services, OneTel and Windstream.⁴ After carefully evaluating the bids received, the District selected Meet Point Networks to provide their Internet access under a multi-year contract.⁵ For Funding Year 2014, the District continued their Internet access funding requests through Meet Point Networks on FCC 471 # 951204.⁶

On April 27th, 2016 USAC issued a Funding Commitment Decision Letter that denied the funding request for Meet Point services on FRN 2586641.⁷ The reason for the denial states:

“The FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order, that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to the prices available commercially and stated that ‘there may be situations where

¹ Affidavit of Josh Skiles, paragraph 5

² FCC Form 470 #583190001046455 (FY 2013 Form 470).

³ See Exhibit 1, RFP.

⁴ See Exhibit 2, Bids Received.

⁵ 2013 FCC Form 471 # 884179, Exhibit 3. The services also include 24 x 7 troubleshooting and repair, onsite visits to restore Internet access, firewall services, and email and web hosting.

⁶ 2014 FCC Form 471 # 951204, Exhibit 4. The services also include 24 x 7 troubleshooting and repair, onsite visits to restore Internet access, firewall services, and email and web hosting.

⁷ Exhibit 5, Funding Commitment Decision Letter, dated 4/27/2016.

the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost effective, absent extenuating circumstances.”

On May 20th, 2016 USAC issued a Notification of Commitment Adjustment Letter that denied the funding request for Meet Point services on FRN 2408013.⁸ The reason for the denial states:

“The FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order, that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to the prices available commercially and stated that ‘there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost effective, absent extenuating circumstances.”

Empire received USAC Appeal Denial Letters for 2013 on August 5, 2016 and for 2014 on July 19, 2016.⁹

By this letter, the District appeals USAC’s decision to rescind its funding commitments. Commission rules allow 60 days for the filing of an appeal to the FCC.¹⁰ Because this appeal is filed within 60 days of USAC’s decision, it is timely filed.

III. BECAUSE EMPIRE SELECTED THE MOST COST-EFFECTIVE SERVICES, ITS E-RATE APPLICATION FOR FY 2013 AND FY 2014 SHOULD BE RE-INSTATED

Federal Communications Commission rules require applicants to seek competitive bids for all services and equipment eligible for E-rate discounts.¹¹ Applicants are required to

⁸ Exhibit 6, Notification of Commitment Adjustment Letter, dated 5/20/2016.

⁹ Administrator’s Decision Letters for 2014 and 2013, Exhibit 7.

¹⁰ 47 C.F.R. § 54.719(a); 47 C.F.R. § 54.720(b).

¹¹ See 47 C.F.R. § 54.503(a)-(b) (2014). See also *In the Matter of Fed.-State Joint Bd. on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 97-157 at ¶ 480 (1997) (*First*

“carefully consider all bids submitted” and to select “the most cost-effective service offering” using the price of eligible goods and services as the primary factor.¹² Under section 54.511(a) of the Commission’s rules, an applicant “may consider relevant factors other than the pre-discount prices” submitted by providers to determine which service offering is the most cost-effective, so long as price is the primary factor considered.¹³

The Commission’s *Tennessee Order* ruled there is a presumption of cost-effectiveness when the applicant meets all of the requirements of the competitive bidding process and when the applicant pays its share of the costs.¹⁴ Nevertheless, USAC alleges that the District did not select the most cost-effective service offering. USAC claims that the District’s selection of services that cost more than two times another bid violates the Commission’s directive in *Ysleta*.¹⁵ The “standard” used by USAC, however, has never been adopted by the Commission as a bright-line standard for cost-effectiveness. USAC is also applying this standard to compare bids that provide different service components (that are eligible). Further, the dicta in *Ysleta* is not applicable to this case.

A. Empire Followed E-rate Competitive Bidding Rules to Select the Most Cost-Effective Bid, Contrary to USAC’s Allegations.

Universal Service Order) (finding that “fiscal responsibility compels us to require that eligible schools and libraries seek competitive bids for all services eligible for [E-rate] discounts.”).

¹² *Id.* at § 54.511(a) (2012) and (2014). *See also* 47 C.F.R. §§ 54.503(c)(2)(vii), 54.504(a)(1)(xi) (2012) (requiring applicants to certify on FCC Forms 470 and 471 respectively that the most cost-effective bid will be or was selected).

¹³ 47 C.F.R. § 54.511(a).

¹⁴ *Tennessee Order* at ¶¶ 9-12 .

¹⁵ *See* Funding Commitment Decision Letter; *Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District El Paso, Texas, et al.*, Order, FCC 03-313, 18 FCC Rcd 26407, n. 138 (2003) (*Ysleta Order*).

In the *Universal Service Order* establishing the E-rate program, the Commission agreed with the recommendation of the Federal-State Joint Board on Universal Service that schools and libraries should not be required to choose the lowest-priced service but instead should be allowed the “‘**maximum flexibility**’ to take service quality into account and to choose the offering or offerings that meets their needs ‘most effectively and efficiently.’”¹⁶ In the *Second Report and Order*, the Commission codified the requirement that price must be the primary factor when applicants analyze bids they have received.¹⁷

Significantly, the Commission’s rules have never required schools and libraries to select a provider offering a lower price, even among bids for comparable service.¹⁸ Given that price, as a category, only has to be weighted one point higher than any other category,¹⁹ however, it is quite likely that a vendor could be awarded fewer points in the cost category yet still win the bid based on points earned in the technical (non-price) categories. In fact, the Commission has stated repeatedly that price cannot be the only factor for the obvious reason that “price cannot be properly evaluated without consideration of what is being offered.”²⁰

¹⁶ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, at ¶ 481 (1997) (*Universal Service Order*) (quoting the Joint Board’s recommendation).

¹⁷ *See Schools and Libraries Universal Support Mechanism*, CC Docket No. 02-6, Second Report and Order and Further Notice of Proposed Rulemaking, 18 FCC Rcd 9202, FCC 03-101 (2003) (codifying 47 C.F.R. §54.511(a)) (*Second Report and Order*); *see also School and Libraries Universal Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Rcd 15808 (2004) (codifying 47 C.F.R. § 54.504(b)(2)(vii) and 47 C.F.R. § 54.504(c)(1)(xi)) (*Fifth Report and Order*).

¹⁸ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9029, para. 481 (1997) (subsequent history omitted) (*Universal Service Order*). *See also Tennessee Order* at ¶ 9 (“Even among bids for comparable services, however, this does not mean that the lowest bid must be selected.”).

¹⁹ If, for example, a school assigns 10 points to reputation and 10 points to past experience, the school would be required to assign at least 11 points to price. *See Ysleta Order* at ¶ 50, n. 138.

²⁰ *Tennessee Order* at ¶ 8.

The District met the Commission's requirements by giving more weight to price than to any other factor it used in the selection process and by appropriately awarding points in the other non-cost factors. The bid evaluation sheets used by the District allotted a maximum of 25 points for the price of eligible goods and services.²¹ The other categories – service history, expertise of company, understanding of needs/completeness of bids, and the location of the company – all had maximum points of 20 or fewer.²²

Empire received four bids for its Internet access services. In addition to the price category, as described above, Empire evaluated bidders based on service history; the expertise of the company; understanding of the district's needs/completeness of bids; and the location of the company. In the bid evaluation process for FY 2013, Network Services received the maximum number of points available for price of eligible goods and services: 25 points. Totals awarded the bidders were: Network Services, 65 points; Windstream 85 points; OneTel 50 points; and Meet Point received 90 points.²³ Meet Point earned the most points for the location, service history, expertise of the company, and understanding the needs/completeness of bids categories.

Location is important to Empire because it is an indicator of responsiveness if issues with the service arise. Two of the bidders are located in the state (Meet Point and Windstream). These bidders received the maximum number of points for Location of the Company. The two other bidders, OneTel and Network Services were located out of state. They received 5 points (10 less than the two bidders located in Oklahoma). Empire decided to award more points for the service provider that is closest to the District, as it anticipated more timely restoration of services from a provider with closer offices.

²¹ Bid Evaluation Sheets, Exhibit 8.

²² *Id.*

²³ *Id.*

Most importantly, Empire considered the quality of service, as the Commission explicitly recognized in *Tennessee*, and selected the bid that met its needs “most effectively and efficiently.”²⁴ To meet the needs of its students and teachers, Empire required an Internet access service that provided strong network security.²⁵ Meet Point received higher scores for Expertise of Company bid criteria because the district had direct previous experience with Meet Point staff and Meet Point and offered services that OneNet did not include on their bid – specifically firewall services.²⁶ Additionally, Meet Point received additional points for their direct line of communication – when issues arose with Meet Point the school had the cell phone numbers for the principals in the company.²⁷ These services and the direct line of communication are especially important to a school district that had no full time IT staff. Josh Skiles, the full-time Elementary Principal and part time Technology Director for the school was spread too thinly to appropriately manage the school’s network. Empire felt that it was essential that it had a company that could resolve any issues in the most expeditious manner possible.²⁸ It was not beneficial for the district to have a service that required a lot of staff time in the restoration process. When the Internet is down, the teacher cannot skip a lesson or wait until next week when the Internet is working again. Every minute of classroom time is valuable, especially with the demands upon the education system today. Similarly, online testing cannot be pushed to a different time. Therefore, service quality (and the ability to quickly restore that service) is an essential component of the selection process.

²⁴ *Tennessee Order* at ¶ 9

²⁵ Skiles Aff. Para. 9ii

²⁶ Skiles Aff. Para. 15b

²⁷ Skiles Aff. Para 15a

²⁸ Skiles Aff. Para. 9(v)

Meet Point received higher scores in the non-price categories based upon the District's direct experience with the people that ran Meet Point in previous funding years – the school specifically said that “Meet Point completely understood our needs...and their service was great.”²⁹ The staff at Meet Point had been responsible for initiation of the Internet services; configuration of the router; determining the cause of any issues with the services and resolving those issues; and the configuration, administration and issue-resolution of email services. Their work ethic demonstrated a commitment to providing the best services for the District. In addition, Meet Point's technical expertise far exceeded that of other companies. As the Commission has noted, “[A] school should have the flexibility to select different levels of services, to the extent such flexibility is consistent with that school's technology plan and ability to pay for such services.”³⁰ The quality of service and responsiveness when problems arise are especially important to small districts that have no full time employees focusing on technology.

In the category “understanding the District's needs,” Meet Point offered services not offered by the other providers, onsite turn up, onsite visits to restore Internet access, and firewall services.³¹ As noted by the Commission, applicants cannot properly consider price without consideration of what services are being offered. Here, Meet Point offered additional services that the other bidders did not include in their bid proposals.

Empire evaluated the Internet access providers based on categories that it determined were important. That evaluation led Empire to select the service provider with the offer that best met the District's needs. It choose Meet Point because it determined that the service history, expertise of the company, location, and the company's understanding of the District's needs

²⁹ Skiles Aff. Para 8

³⁰ *Tennessee*, Para. 9

³¹ Skiles Aff. Para. 15b

were superior to that of the other bidders – as allowed and encouraged by Commission orders and E-rate program rules.

B. The Commission Has Never Established a Bright-Line Standard, as USAC Has Done Here.

After adopting the guidance on cost-effectiveness in *Tennessee*, the Commission declined to adopt a bright-line standard for cost-effectiveness. In the *Third Report and Order* – released two weeks after *Ysleta* – and in a paragraph directly referencing *Ysleta*, the Commission specifically noted it did not have a bright-line test for cost-effectiveness: “Nor do our rules expressly establish a bright line test for what is a ‘cost effective’ service.”³² The Commission has twice sought comment on whether to adopt specific standards or provide additional guidance with respect to this rule, but has so far declined to do so.³³

³² See, e.g., *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Third Report and Order and Second Further Notice of Proposed Rulemaking, FCC 03-323, at ¶ 87 (*Third Report and Order*) (“Our rules do not expressly require, however, that the applicant consider whether a particular package of services are the most cost effective means of meeting its technology needs. Nor do our rules expressly establish a bright line test for what is a “cost effective” service.”); *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Notice of Proposed Rulemaking, FCC 13-100, at ¶ 213 (*Modernization NPRM*) (“[W]e seek to refresh the record on whether we should adopt bright line tests, benchmark or formula for determining the most cost-effective means of meeting an applicant’s technology needs.”). It is notable, however, that the Commission appeared to focus on situations where no bid or only one bid was received, and those situations where applicants are selected expensive priority one services simply because they are supported, even though they are unnecessary or when less expensive services would fill the same need. *Modernization NPRM* at ¶¶ 203, 212-213.

³³ In 2003, in the *Third Report and Order*, the Commission sought comment on whether it should codify additional rules to ensure that applicants make informed and reasonable decisions in deciding for which services they will seek discounts. *Third Report and Order*, at ¶ 87. In the *Modernization NPRM*, the FCC sought comment on adopting new standards for cost-effectiveness. *Modernization Order*, at ¶¶ 211-216. In the *First Modernization Order*, the Commission provided limited guidance related to the showing of cost-effectiveness necessary to receive funding for data plans for wireless devices and wireless air cards providing Internet access. The Commission ruled the wireless services are not cost-effective if they are duplicating service already being provided. *Id.* at ¶ 151.

Contrary to these Commission declarations, however, USAC points to *Ysleta* as support for stating that Empire's services are not cost-effective, by stating that the services selected through Empire's competitive bidding process were more than two times the Network Services bid. There are several problems with USAC's reliance upon *Ysleta* here. First, USAC appears to be establishing a bright-line rule even though the Commission has expressly stated that it has not adopted a bright-line standard.³⁴ As USAC is aware, USAC cannot interpret Commission rules.³⁵ As such, USAC should not use a bright-line standard of "two times" other bids to determine that services selected through Empire's competitive bidding process are not cost-effective. Further, the Commission directed USAC to review its approach to cost-effectiveness reviews and then share the information with applicants and services providers before it attempts to implement a new approach, with oversight performed by the Wireline Competition Bureau and the Office of the Managing Director.³⁶ As of the date of filing this appeal, USAC has not provided this information. It is a potential violation of the Administrative Procedure Act and, at a minimum, fundamentally unfair to applicants to adopt a new standard of review and simply not tell the applicants what the standard is before holding them to it. In fact, the Commission should seek comment in a rulemaking process to establish a new standard, as it has done twice before without adopting such a standard. As the Commission has recognized by seeking comment on this issue, the Commission should adopt an order revising its own precedent if it desires to do so.³⁷

³⁴ See *Third Report and Order* at ¶ 87; *Modernization NPRM* at ¶ 213.

³⁵ 47 C.F.R. § 54.702(c).

³⁶ *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, *Connect America Fund*, WC Docket No. 90-90, Second Report and Order and Order on Reconsideration, FCC 15-189 (2014) at ¶ 126.

³⁷ *Third Report and Order*, ¶ 87; *Modernization NPRM*, at ¶¶ 213.

Second, *Ysleta*'s facts are not applicable to this situation. The Commission in *Ysleta* analyzed a competitive bidding process in which the school district received one or no bids.³⁸ Empire sought bids through the FCC Form 470 process for its E-rate eligible services. In *Ysleta*, the Commission stated – in dicta – that a price for a piece of *equipment* two to three times “the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances.”³⁹ The example the Commission gave in *Ysleta* was of a piece of equipment. Equipment, unlike services, are commodities and more easily comparable. Even so, people often make purchasing decisions based on the quality of the brand of the product. The same is true – and even more so – for services. Evaluations of competing services are, of course, different than evaluating bids for the same piece of equipment. When evaluating a service, Applicants will have to consider the reliability of the service, the ability of the service provider to restore service in downtimes (including the technical expertise of the staff), and if the service provides the elements the Applicant would be purchasing (for example, are we really getting the amount of Internet access we have ordered?). Accordingly, USAC should not use *Ysleta* to support its analysis when comparing services, especially when the bids are different and include different, eligible services – such as on-site technical support and firewall services. As described above, Empire compared the quality of services of Meet Point with the services provided by OneNet and reached the conclusion that Meet Point's services were superior.

Third, the *Ysleta* decision does not establish a standard that applicants are precluded from selecting bids that are twice as expensive as “the lowest bid.” The standard in *Ysleta* is “two or three times” the prices that are ***commercially available*** for those services⁴⁰ which begs the

³⁸ *Ysleta* at ¶ 54.

³⁹ *Id.*

⁴⁰ *Id.*

question: *What would have been the pricing of the lower bidders had they included the additional, **eligible** services that Meet Point provides, or if those lower-priced bidders had the level of expertise of the Meet Point staff?* Of course, the answer to that question is “unknown” which means comparing these two bids using the *Ysleta* standard is a moot exercise and is not a fair evaluation of what is and is not cost effective.

Is Meet Point’s bid “too expensive” for USAC to fund? We disagree with the conclusion that it is. The only way to determine if the bid is “too expensive” is to compare it to other commercially available services. USAC did not compare Meet Point’s bid, which provided for different levels of support (cell phone numbers for the principals, on-site support and turn up) and different services (firewall services) than the other bidders, to other similar, commercially available offerings. USAC, in trying to make that determination could have surveyed local providers to determine what the commercially reasonable local price would be for a similar set of services (both scope and quality), or USAC could have used existing information they have gathered via 471 submissions about similar Internet access services provided in Oklahoma. We believe the price that Meet Point charges, given the level of support, the technical expertise of their staff and additional services offered, is commercially reasonable.

Additionally, we note that USAC funded the 2013 FRN for the District. USAC knew exactly how much they were paying for exactly how much bandwidth. USAC has cost-effectiveness standards before they fund applications to “red flag” funding requests that are out of a normal range. The District’s 2013 FRNs did not trigger one of those USAC pre-funding cost effectiveness review. For USAC to fund the FRN, knowing exactly how much they were paying for exactly how much bandwidth and services and then years later demand that the District repay that funding is patently unfair to the District.

Finally, the Commission in *Ysleta* was also describing a situation in which there was only one bidder, and therefore no competitive bidding, this precluding the applicant from any comparison of services or price.⁴¹ In such a case, the applicant is at the mercy of the service provider's pricing and does not have a choice as to providers. Empire was not held hostage to one provider. It received multiple bids and made a reasoned judgment regarding the services and comparative costs that met its needs through its competitive bidding process.

The reason that Empire selected a more expensive service provider – even though funding for schools is tight in Oklahoma – is that a properly functioning Internet service is critical to the success of its students. The evaluation categories of location, service history, expertise of the company and understanding the needs of the District all relate to whether the Internet access service will function as expected or be repaired as quickly as possible. Internet access services are as important to Empire as its other utilities, including heat and water. With the way the curriculum is structured, the schools simply cannot function if the Internet is not accessible. It is not cost-effective for either the District or the E-rate program to pay for an Internet service – no matter how inexpensive it is – that does not further the goal of providing students with access to greater educational opportunities. Further, the District believed it was cost-effective for its needs as a small, rural district, to pay extra for a service that included enhanced levels of support and protection (*i.e.*, the firewall).⁴² Empire chose the service provider that was most cost-effective for its needs.⁴³

⁴¹ *Id.*

⁴² Skiles Aff. Para 9

⁴³ Skiles Aff. Para 18

C. USAC's Decision in This Case Undermines Program Policies and Goals

Application of USAC's decision on a consistent basis will not further E-rate program policies and goals. First, it will force applicants in some cases to select a provider that does not offer the most cost-effective services for the applicants' needs – and likely could cause applicants to perform a disingenuous bid review process. Second, this decision could require applicants to weight price more heavily in the bid evaluation process – which is not required by Commission rules – in order to try to meet USAC's newly created standard. Finally, the District will suffer significant harm if its funding is denied.

First, USAC's attempt to second-guess the work of the District will force applicants to select a lower-priced offering, regardless of quality or other relevant criteria, so they will not be subject to second-guessing months or years after the conclusion of the competitive bidding process. To prevent this potential denial of funding, applicants will be forced to select a lower-price bidder, notwithstanding their review of the vendors' bids using the other factors important to the individual applicants.

Using such a standard will lead to a disingenuous bidding process. Applicants are required to consider all valid bids received.⁴⁴ Is it really USAC's position that an applicant must evaluate a bid that is two times more expensive than the other bids, but that bid (under USAC's interpretation of *Ysleta*) must always lose? Are applicants supposed to manipulate the evaluation process so that the more expensive vendor receives fewer points, notwithstanding the reviewer's actual analysis of the bid responses? A fair and open competitive bidding process cannot have pre-determined outcomes. Such a result could cause applicants to violate their own competitive bidding requirements. Further, what is the point of allowing the applicant the "maximum

⁴⁴ 47 C.F.R. § 54.511(a).

flexibility” to consider service history, quality of service, or other reasonable factors of a bid that USAC has pre-determined must always lose? An applicant that follows all of its own state and local procurement rules should not be prohibited from selecting a bid that meets its needs, but for a non-codified standard that USAC has decided to impose. If it is truly the intention that bids that are twice as much as the lowest bid are, on face, not cost-effective and should never win, then the program should explicitly allow applicants to disqualify those bids before the bid evaluation process begins, even if no disqualification factors are listed by the applicant in the FCC Form 470 and/or RFP. As it stands right now, applicants are required by FCC rules to evaluate all bids received and applicants do not have the authority to disqualify bids that are twice as expensive as the lowest bid received.

Second, USAC’s process to determine cost-effectiveness is flawed. USAC’s current interpretation of Ysleta places the applicant in an untenable position - the applicant is required to evaluate all bids, required to use specific bid criteria weighted in a specific manner and conduct an open and fair competitive bidding process. Even when an applicant complies with all of these rules and follows all of the approved processes, if a bid is awarded the most points and determined to be the best fit for the applicant’s needs, but is twice as much as a lower bid, what can an applicant do? The applicant can’t simply throw out the bid or disqualify it – not only would the winning bidder have legal recourse against the applicant should the applicant throw out that bid, but the applicant could very well be in violation of local or state competitive bidding rules for not proceeding with the bid that was awarded the most points. Under USAC’s interpretation of Ysleta, that bid should never win, but using the FCC’s competitive bidding process and rules it did. What is the point of following all of the competitive bidding rules if it produces an outcome that USAC won’t fund?

There are no allegations of competitive bidding rule violations by the District. USAC's concerns about cost-effectiveness seem better directed at the bid evaluation process that produced an outcome that USAC deems too expensive (perhaps the Commission should set more stringent procedures for weighting Price of Eligible Goods and Services at 50% of the total available points) than directing those concerns at the District. How can a winning bid be determined to be "too expensive" by USAC if the applicant properly evaluated price (and correctly awarded points) according to the Commission's rules and procedures?

Third, USAC's denial suggests the price differential should have been weighted more heavily than the District weighted it. To reach such a result, USAC is effectively overruling Commission precedent that only requires that pricing be given at least one more point than any other individual category.⁴⁵

At a minimum, USAC's decision here substitutes its judgment on the merits of the competitive bidding process for that of the District. When the Commission established the rules for the E-rate program in 1997, it stressed that a fundamental principle would be the determination of local needs by local decision-makers regarding what services would work best

⁴⁵ As described above, USAC appears to be going beyond Commission precedent to establish a new standard without basis in Commission precedent. USAC, however, is not authorized by the Commission to interpret Commission rules. Under the Commission's rules, USAC "may not make policy, interpret unclear provisions of the statute or rules, or interpret the intent of Congress." 47 C.F.R. § 54.702(c). To the extent the Commission's rules are unclear, USAC has no authority to act without first seeking guidance from the Commission. *See id.* Moreover, the District proceeded entirely in accordance with Commission precedent when it evaluated relevant factors other than price. As a result, USAC has acted outside its authority by finding that Quapaw, despite having strictly followed the Commission's rules and precedent, failed to adhere to the Commission's requirements. Furthermore, if the Commission decides that a revision to the rule would advance program goals, such an interpretation should be provided by the Commission before it is applied, and following a notice-and-comment rulemaking.

for that school or school district.⁴⁶ It did not try to impose a top-down regime where the federal government decided the merits of each service choice of a particular school or district. The idea was that the thousands of schools and districts would know their own technology needs better than the federal government. The Commission has not wavered from this principle. If this decision stands, USAC would be free to evaluate the merits of the respective bidders without the knowledge that applicants have regarding service quality, service history, personnel qualifications, and the value they are receiving for the services purchased. There is simply no way USAC can make a proper evaluation of the bids without that information. In this case, while Empire has attempted to provide that information in responses to USAC's reviews, it appears that USAC has discounted the information or failed to take it into consideration, focusing exclusively on the price of the services.

D. If USAC Still Finds the Services Were Not Cost-Effective, USAC Should Commit Funding for Empire at a Level That Is Cost-Effective

USAC should, at a minimum, approve part of Empire's funding request. There is precedent for such an approach. In the *Fifth Report and Order*, the Commission provided direction for USAC for recovery of funding when it was improperly disbursed.⁴⁷ Cost-effectiveness is not directly addressed in that order.⁴⁸ However, some of the other illustrations provide guidance for the cost-effectiveness rule. If a carrier charges the beneficiary "an inflated

⁴⁶ *Universal Service Order* at ¶¶ 481, 574.

⁴⁷ *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, FCC 04-190 (2004) at ¶¶ 15-44 (*Fifth Report and Order*).

⁴⁸ *Id.* The Commission states that full recovery is appropriate for competitive bidding violations. However, this is not a competitive bidding violation. USAC found no issues with the competitive bidding process; it disagreed with the outcome. There are no allegations that the process was not fair and open, price was not the primary factor or that bids were not solicited for at least four weeks.

price,” the *Fifth Report and Order* directs that USAC should recover amounts disbursed in excess of what similar situated customers are normally charged in the marketplace.”⁴⁹ Similarly, here, if the standard is that cost two times other pricing is not cost-effective, then, by implication, a price 1.9 times the cost is cost-effective. As such, USAC could calculate the cost of the eligible service at 1.9 times that of a lower price and fund that amount for Empire. In addition, the Commission has ruled that, when two providers are providing the same service and one is less expensive, the applicant shall be reimbursed for its Internet connection at the lower rate.⁵⁰ Following that logic, USAC could reimburse the applicant at the rates offered by a different provider. Such an approach would minimize the harm caused by USAC’s delay in determining it had an issue with Empire’s selection of Meet Point as its service provider.

* * *

For the reasons stated above, the District respectfully requests that USAC reconsider its initial decision and grant its funding requests listed in this appeal. As the foregoing has demonstrated, the District met the Commission requirements for competitive bidding, and selected the most cost-effective bid available to meet its needs.

⁴⁹ *Fifth Report and Order* at ¶ 30. The Commission also discusses situations in which the beneficiary has requested a “clearly excessive” level of support. That situation is not applicable here, as the examples are those when the beneficiary is requesting a number of lines or equipment that is beyond what is necessary. There is no dispute here that the District requires this level of capacity for broadband services, nor are there any allegations that these services are duplicative or redundant.

⁵⁰ *Schools and Libraries Universal Service Support Mechanism*, Requests for Review by Macomb Intermediate School District, CC Docket No. 02-6, Order, FCC 07-64 at ¶ 9 (2007). This rule is applicable when the applicant could have purchased all of the services from one provider at the lower rate but chose not to, and when the services provided do not exceed the total capacity required.

List of Exhibits

Exhibit 1: Request for Proposal

Exhibit 2: Bids Received

Exhibit 3: 2013 471 Application

Exhibit 4: 2014 471 Application

Exhibit 5: 2014 FCDL

Exhibit 6: 2013 COMAD

Exhibit 7: ADL

Exhibit 8: Bid Evaluation Sheets

Affidavit from Josh Skiles

**Before the Federal Communications Commission
Washington, D.C.**

In the Matter Of)	
)	
)	
Schools and Libraries)	CC Docket No. 02-6
Universal Service Support Mechanism)	
)	
Request for Review and/or Waiver)	Application No. 951204 .
By Empire Public Schools)	
of the Funding Decisions by the)	
Universal Service Administration Company)	

Affidavit of Empire School District I021

I, Josh Skiles, swear:

BACKGROUND

1. I have been the Elementary principal and director for the past eight years.
2. For the past eight years I also have been the technology director for Empire Public Schools.
3. I have been in education for a total of fourteen years, teaching for six and an administrator for eight years.
4. Empire Public Schools is a small rural school in Southwest Oklahoma with approximately 500 students in grades Pre-Kindergarten through 12, we have two main buildings, one elementary, and one building for Junior High and High School. Our district also has several smaller buildings that house our math department, agriculture, Pre-K building, physical education classes, and band.
5. Our technology needs are always growing, with the addition of more state testing online, we are always struggling to add more computers with updated software and dependable

Internet service. I am our only staff member associated with our IT department, we do contract with a local company that provides technical support for six hours a week, this hinders our ability to provide as much service as we need. Our budget prevents us from increasing our support.

IMPORTANCE OF TECHNOLOGY

6. Technology is a must in today's society; we are always struggling to provide the most up-to-date technology in order to server our students. Being in a small rural school, our students depend on our school to have the access needed to compete in the 21st Century. Technology is used on a daily basis in the classroom to integrate lesson plans, communicate with parents, complete testing, take virtual field trips, complete daily tasks such as attendance and grades. Technology is used with administration to complete state required reports, daily and yearly planning, and to communicate with all stakeholders.
7. Dependable Internet access is one of our most valuable resource, without dependable Internet our school would not be providing a sub-quality education to our students, our teachers use valuable resources online that motivate and encourage student learning by providing a productive, engaging environment in the classroom. In addition to a sub-quality education, we would not meet all state requirements through submitting reports, state testing, student attendance and student management programs being linked to the State Department of Education.
8. Empire Public Schools have had other Internet Service Providers, we have been with ATT, Cox Communications, Meetpoint, and OneNet in my tenure as technology director, we have had experience with ATT not meeting our needs, we had contracts to update our

service and increase our bandwidth that did not happen for over a year, Cox Communication provided excellent service, however, they stated that they would no longer be able to provide Internet service to our school, therefore, we had to switch once again. Meetpoint completely understood our needs and we felt they would be able to provide the best service available to us and their service was great.

THE PROCUREMENT

9. In 8 years as Technology Director, our needs as a school have increased yearly especially with the limited staff we have here at Empire Schools.

i. We needed affordable connectivity sufficient to handle our needs, when I started this position we were running on 1.5Mb Internet service for over 500 students, we are now at 45Mb but it has been a struggle to increase our bandwidth.

ii. We needed reliable connectivity to support the learning and teaching experiences; and

iii. We needed quality connectivity to assure that the schools received content appropriate to their needs, and filtered out content that was inappropriate.

iv. We needed network protections (i.e., firewall) sufficient to protect the network from third-party spam, attacks, and viruses.

v. We needed to ensure that, if the network went down, our provider would be available to assist with restoring service as soon as possible.

10. Accordingly, Josh Skiles/Empire Public Schools decided what evaluation criteria to use to evaluate the bids received.

11. I received a list of possible categories from our consultant, CRW Consulting, but I determined which categories we would use for evaluation of the bids.
12. The competitive bidding process was fair and open. Meet Point did not have any role in the development of the RFP nor did it have any information not available to any other bidder.

THE EVALUATION PROCESS 2013 (Internet)

13. I decided to use Price of Eligible Goods and Services (25pts), Service History (20pts), Expertise of Company (20pts), Understanding of Needs/Completeness of Bids (20pts), and Location of Company (15pts) for a total of 100pts. Price was the most points available, being the most important, service history, expertise of company, and understanding needs were both worth 20 points due to the importance of having reliability and dependability. Location was worth 15 points, we felt that the location of the company would have an effect on service and accessibility.
14. While we were comparing bids, but with past experiences for previous Internet Service providers, we really needed a company that would provide a quality service, in a timely fashion that could meet our needs. Empire Public Schools realizes how important and essential it is to have a dependable Internet service, so we wanted a service provider that had a good service history, that had a good understanding of our network and what needs we needed to upgrade, who had a expertise of running a school network that was responsible for all requirements through the state. We also wanted to avoid any potential risks with selecting a certain provider, for example, from past experiences with Internet Service providers, upgrades were not made, and companies refused to service our area.

15. While evaluating the bids for Internet Service, I, along with Mrs. Vicki Davison, Superintendent of Empire Public Schools, reviewed all bids for several days, we looked at each bid separately, evaluated each bid using our bid evaluation sheets, and determined with company would be a best fit to provide our needs.

a. Network Services bid was the lowest and received the most points in that category, however, they did not provide any references from other schools, we had never heard of their company, and they were out of state, therefore, they received lower points in the other categories of service history, expertise of company, understanding of bids, and location of company. Onetel was the highest bid, and again, we knew nothing of that company, and Windstream did not offer all the services that MeetPoint did in their bid, and we had reports from that their service was not always reliable. MeetPoint did have the most points in service history, expertise of company, understanding of bids and location of company due to our working with the same staff at NewNet 66. They have been to our campus, understood our infrastructure, and knew exactly what we needed. The staff at MeetPoint also made available their cell phone numbers and made sure they did everything possible to ensure we had Internet service at all times.

b. MeetPoint provided head end firewall services, onsite tech support, onsite turnup and multi-year scalable contracts that the other providers did not provide.

16. The total points awarded were 90 points to MeetPoint.

USAC REVIEW OF THESE APPLICATIONS

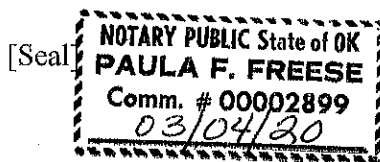
17. USAC had approved all applications, so we continued to do things the same way without concern of the process.

18. As I understand the standard, we were to make a choice of the most "cost-effective" provider. Accordingly, we evaluated the quality of the services offered and the price of those services.

I certify under penalty of perjury that the foregoing is true and correct.

Josh L Kiles
[Name]
[Address] 276803 E. 1760 RD
Duncan, OK 73533

Subscribed and sworn to before me this 21st day of June, 2016.



Paula F Freese
Notary Public

Exhibit 1: Request for Proposal

[Sign up](#) [Sign In](#)

Request for Proposal

RFP Posted
24 September 2012

Empire School District 21

District Address

9450 West Cherokee Road,
Duncan, OK 73533

RFP ID: 583190001046455



Bid Deadline:

22 October 2012

Questions Due By:

15 October 2012

RFP Requirements

- All Questions and Bids must be submitted using the on-line RFP system. If for some reason the system is down before the respective deadline, please email your bid to info@crwconsulting.com or fax it to 918.445.0049. Bids or questions submitted in this fashion will be disqualified if the on-line system is active at the time of submission.
- Bidder must agree to participate in USF Program (AKA "E-rate") for the corresponding funding year.
- Please include the correct Service Provider Identification Number (SPIN) on your bid.
- By submitting a bid, bidder certifies that the bidder does have a valid (non-red light status) SPIN for the E-rate program at the time of submission. Should the Applicant discover that the bidder is on red light status, or if the FCC classifies the bidder as on red-light status before work is performed and invoices are paid, the contract will be null and void and the applicant will have no payment obligations to the bidder.
- Contracts should be contingent upon E-rate funding unless stated otherwise.
- Bidder must agree to provide the Applicant the choice of discount methods (SPI or BEAR).
- Bidder will be automatically disqualified if the District determines that the bidding company has offered any employee of the District any individual gift of more than \$20 or gifts totaling more than \$50 within a 12 month period.
- Depending on E-rate funding, the district may choose to proceed with all or part of the projects, at the district's discretion.
- Applicant reserves the right to voluntarily renew any contract for up to (5) consecutive one-year terms upon written notice. **We highly suggest your submitted bids and contracts include this statement.**

Services and Equipment Requested

Local phone service - Approx 22 lines

Internet Access - Minimum 6 Mb bandwidth, applicant is considering upgrading to 20 Mb bandwidth. Please provide scalable quotes.

Upload Bid:



Questions Received with District Answers:

[Submit a Question](#)

No Data

Exhibit 2: Bids Received



Meet Point Networks, LLC

Customer Service Proposal

Proposal Date 10-16-2012

Proposal # MPN 1228

SPIN# 143035519

Meet Point Networks Rep: Mike Pennell
Phone Number: 918.633.6896

Meet Point Networks
P.O. Box 339
Bixby, OK 74008
Voice 918.557.0277
www.meetpointnetworks.com

Page one (1) of this document is for Internet access pricing options and is informational only.
Page two (2) through four (4) is the service agreement contract.

Any estimates in this bid based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.

Customer Information

Customer Name: Empire School District
Street Address: 9450 West Cherokee Road
City/St/Zip: Duncan OK 73533
Federal Tax ID:

Taxes and Fees Not Included

	Service Description	New Qty	Terms (months)	Type	Monthly Recurring Charge	Annual Charge	One Time Activation and Setup
1	6Mb Internet Access	1	60	New	\$2,781.40	\$33,376.80	\$1,950.00
2	10Mb Internet Access	1	60	New	\$5,482.55	\$65,790.60	\$1,950.00
3	20Mb Internet Access	1	60	New	\$5,684.05	\$68,208.60	\$1,950.00
4							
5							
6							

NewNet 66 Services

~ NewNet 66 Services are included in the pricing above.

~ 24 x 7 Internet Access Troubleshooting & Repair - NewNet 66 will work to restore functional Internet access – this includes working with all of the necessary telecommunication providers and calling in trouble tickets, if necessary.

~ On site visits to restore Internet Access, if necessary.

~ Unlimited Email Accounts supporting POP3, Web Mail, and IMAP. (student accounts available on request)

~ Web Site Hosting Service - 10 Gigabit of space. This service does not include the creation or modification of content.

~ Firewall management to include Juniper Networks and Fortigate firewalls.



Meet Point Networks, LLC

Meet Point Networks Service Agreement

10-16-2012

Fax signed copy to 918.512.4400

or email to

contracts@meetpointnetworks.com

SPIN# 143035519

Customer Name: Empire School District

Street Address: 9450 West Cherokee Road

City/St/Zip: Duncan OK 73533

Federal Tax ID:

Meet Point Networks

P.O. Box 339

Bixby, OK 74008

Voice 918.557.0277

Check the service you want below. Select only one.

	Service Description	New Qty	Unit Price	Terms (months)	Type	Monthly Recurring Charge	Annual Charge	One Time Activation and Installation
1	<input type="checkbox"/> 6Mb Internet Access	1		60	New	\$2,781.40	\$33,376.80	\$1,950.00
2	<input type="checkbox"/> 10Mb Internet Access	1		60	New	\$5,482.55	\$65,790.60	\$1,950.00
3	<input type="checkbox"/> 20Mb Internet Access	1		60	New	\$5,684.05	\$68,208.60	\$1,950.00
4	<input type="checkbox"/>							
5								
6								

Any estimates in this bid based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.

E-Rate Customers E-rate customers: The term of this contract is 60 months. During the term of this contract, the applicant may choose any of the above service levels and upgrade to those levels upon written notice to Meet Point Networks. Meet Point Networks will determine the turn up time after the customer contacts us to begin the process.

Customer Authorized Signature

Meet Point Networks Authorized Signature

Mike Pennell

Signature

Signature

Mike Pennell

Print

Print

President

10-16-2012

Title or Position

Date

Title or Position

Date

By signing this Service Agreement, you represent that you are the authorized Customer representative and the above information is true and correct and you accept this Agreement. Both parties agree that each party may use electronic signatures to sign this Service Agreement.

Meet Point Networks may withdraw the proposal at any time prior to Customer signature. If within (30) days after Customer signature, Meet Point Networks determines that customer location is not serviceable under Meet Point Networks normal installation guidelines, Meet Point Networks may withdraw this Service Agreement without liability. Both parties agree that each party may use electronic signatures to sign this Service Agreement.

1. Tariffs/Service Guide If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. Service Start Date and Term This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Meet Point Networks may begin billing for Services on the date Services would have been installed. Meet Point Networks shall use reasonable efforts to make the Services available by the requested service date. Meet Point Networks shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Meet Point Networks reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Meet Point Networks as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Meet Point Networks reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Meet Point Networks), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Meet Point Networks is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Meet Point Networks may terminate this Agreement without liability if Meet Point Networks cannot resolve the interference by using commercially reasonable efforts.

4. Payment Customer shall pay for all monthly Service charges, plus one- time activation and set up, and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Meet Point Networks, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Meet Point Networks shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Meet Point Networks (the "Meet Point Networks Equipment"), or for certain Services, Customer, may purchase equipment from Meet Point Networks ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Meet Point Networks (the "Meet Point Networks Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Meet Point Networks network or Meet Point Networks Equipment and (b) complies with the AUP. Customer shall use the Meet Point Networks Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Meet Point Networks shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards.

Contract is subject to availability of facilities and construction charges.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. Meet Point Networks, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Meet Point Networks publishing such changes on the Meet Point Networks web site. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY MEET POINT NETWORKS AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL MEET POINT NETWORKS OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. MEET POINT NETWORKS SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF MEET POINT NETWORKS. UNDER NO CIRCUMSTANCES WILL MEET POINT NETWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND MEET POINT NETWORKS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. MEET POINT NETWORKS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Meet Point Networks, shall be responsible for obtaining any public performing licenses at Customer's expense.



Empire School District 21
 9450 West Cherokee Road
 Duncan, OK 73533
 Chris Webber
 918-445-0048
info@crwconsulting.com

Account Executive

David Dennis

david@myrep.net

775-335-0347

Senior Account Executive

Lyle Walters

775-335-0343

lyle@myrep.net

SPIN# 143029752

RFP ID: 583190001046455
Allowable Contract Date: 10/22/2012
Bid Date 10/19/2012
BEN 829768

Service Description	Location	MRC Term	MRC Term	MRC Term	WAN Install
6.0 Mbps Bonded Internet Access T-1		2 Yr	3 Yr	5 Yr	
Duncan, OK	580-225	\$ 1,290.00	\$ 1,255.00	\$ 1,220.00	
MRC Loop and Port		\$ 1,290.00	\$ 1,255.00	\$ 1,220.00	waived
Estimated MRC with Tax & USF		\$ 1,367.40	\$ 1,330.30	\$ 1,293.20	
Estimated Discount %	79%				
Estimated ERATE Reimbursement		\$ 1,080.25	\$ 1,050.94	\$ 1,021.63	
Estimated Cost after ERATE Reimbursement		\$ 287.15	\$ 279.36	\$ 271.57	
Monthly Total MRC (estimated)		\$ 287.15	\$ 279.36	\$ 271.57	

Description of the vendor's invoicing practices.

Monthly billing of the total monthly circuit and taxes

MRC is monthly recurring charge

If approval is granted, provisioning start and completion dates will be determined on a per-order basis.

The circuit(s) is monitored 24x7x365. If your router stops communicating with the carrier's edge router, the technical contact that you provide will be notified of the outage. A trouble ticket will be created and worked.

Customer is responsible for all intrabuilding cross connects.

Special construction charges not reflected above may apply and will be determined at time of order

Terms and conditions can be viewed at <http://myrep.net/terms&conditions/>SLA's can be viewed at <http://myrep.net/terms&conditions/>**Bid offer acceptance**

Please sign and fax this page for pre-order to:

775-853-1152

Or scan and email to:

david@myrep.net

Select Term ____2yr ____3yr ____5yr

Date _____

Customer Signature _____

Date _____

 Scott Madison
 Managing Partner



Empire School District 21
 9450 West Cherokee Road
 Duncan, OK 73533
 Chris Webber
 918-445-0048
info@crwconsulting.com

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Senior Account Executive

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775-335-0343

lyle@myrep.net

SPIN# 143029752

RFP ID: 583190001046455
Allowable Contract Date: 10/22/2012
Bid Date 10/19/2012
BEN 829768

Service Description	Location	MRC Term	MRC Term	MRC Term	WAN Install
7.5 Mbps Bonded Internet Access T-1		2 Yr	3 Yr	5 Yr	
Duncan, OK	580-225	\$ 1,595.00	\$ 1,560.00	\$ 1,525.00	
MRC Loop and Port		\$ 1,595.00	\$ 1,560.00	\$ 1,525.00	waived
Estimated MRC with Tax & USF		\$ 1,690.70	\$ 1,653.60	\$ 1,616.50	
Estimated Discount %	79%				
Estimated ERATE Reimbursement		\$ 1,335.65	\$ 1,306.34	\$ 1,277.04	
Estimated Cost after ERATE Reimbursement		\$ 355.05	\$ 347.26	\$ 339.47	
Monthly Total MRC (estimated)		\$ 355.05	\$ 347.26	\$ 339.47	

Description of the vendor's invoicing practices.

Monthly billing of the total monthly circuit and taxes

MRC is monthly recurring charge

If approval is granted, provisioning start and completion dates will be determined on a per-order basis.

The circuit(s) is monitored 24x7x365. If your router stops communicating with the carrier's edge router, the technical contact that you provide will be notified of the outage. A trouble ticket will be created and worked.

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Date _____

Customer Signature _____

Date _____

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SPIN# 143029752

RFP ID: 583190001046455
Allowable Contract Date: 10/22/2012
Bid Date 10/19/2012
BEN 829768

Service Description	Location	MRC Term	MRC Term	MRC Term	WAN Install
9.0 Mbps Bonded Internet Access T-1		2 Yr	3 Yr	5 Yr	
Duncan, OK	580-225	\$ 1,895.00	\$ 1,860.00	\$ 1,825.00	
MRC Loop and Port		\$ 1,895.00	\$ 1,860.00	\$ 1,825.00	waived
Estimated MRC with Tax & USF		\$ 2,008.70	\$ 1,971.60	\$ 1,934.50	
Estimated Discount %	79%				
Estimated ERATE Reimbursement		\$ 1,586.87	\$ 1,557.56	\$ 1,528.26	
Estimated Cost after ERATE Reimbursement		\$ 421.83	\$ 414.04	\$ 406.25	
Monthly Total MRC (estimated)		\$ 421.83	\$ 414.04	\$ 406.25	

Description of the vendor's invoicing practices.

Monthly billing of the total monthly circuit and taxes

MRC is monthly recurring charge

If approval is granted, provisioning start and completion dates will be determined on a per-order basis.

The circuit(s) is monitored 24x7x365. If your router stops communicating with the carrier's edge router, the technical contact that you provide will be notified of the outage. A trouble ticket will created and worked.

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Special construction charges not reflected above may apply and will be determined at time of order

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Or scan and email to:

david@myrep.net

Select Term ____2yr ____3yr ____5yr

Date _____

Customer Signature _____

Date _____

 Scott Madison
 Managing Partner



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775-335-0343

lyle@myrep.net

SPIN# 143029752

RFP ID: 583190001046455
Allowable Contract Date: 10/22/2012
Bid Date 10/19/2012
BEN 829768

Service Description	Location	MRC Term	MRC Term	MRC Term	WAN Install
10 Mbps Ethernet Internet Access		2 Yr	3 Yr	5 Yr	
Duncan, OK	580-225	\$ 930.00	\$ 895.00	\$ 860.00	
MRC Loop and Port		\$ 930.00	\$ 895.00	\$ 860.00	waived
Estimated MRC with Tax & USF		\$ 985.80	\$ 948.70	\$ 911.60	
Estimated Discount %	79%				
Estimated ERATE Reimbursement		\$ 778.78	\$ 749.47	\$ 720.16	
Estimated Cost after ERATE Reimbursement		\$ 207.02	\$ 199.23	\$ 191.44	
Monthly Total MRC (estimated)		\$ 207.02	\$ 199.23	\$ 191.44	

Description of the vendor's invoicing practices.

Monthly billing of the total monthly circuit and taxes

MRC is monthly recurring charge

If approval is granted, provisioning start and completion dates will be determined on a per-order basis.

The circuit(s) is monitored 24x7x365. If your router stops communicating with the carrier's edge router, the technical contact that you provide will be notified of the outage. A trouble ticket will be created and worked.

Customer is responsible for all intrabuilding cross connects.

Special construction charges not reflected above may apply and will be determined at time of order

Terms and conditions can be viewed at <http://myrep.net/terms&conditions/>SLA's can be viewed at <http://myrep.net/terms&conditions/>**Bid offer acceptance**

Please sign and fax this page for pre-order to:

775-853-1152

Or scan and email to:

david@myrep.net

Select Term ____2yr ____3yr ____5yr

Date _____

Customer Signature _____

Date _____

 Scott Madison
 Managing Partner



Official Proposal

Empire School District 10-21

c/o Chris Webber
9450 W CHEROKEE
DUNCAN, OK 73533

TO ORDER PLEASE CONTACT:

Justin Martin
OneTel
Office Phone - (801) 214-7017
Email - jmartin@onetelone.com

The following proposal is in response to the Form 470 for **INTERNET SERVICES** at the **EMPIRE SCHOOL DISTRICT 10-21** posted on September 24, 2012 by CRW Consulting.







AireSpring is a participating service provider with the E-Rate Program providing internet and telecom services (SPIN: 143029426). The quote listed below can be adjusted to meet the bandwidth and terms needed by the school district. For additional cloud services (e.g., firewall, email hosting, web hosting, VOIP, etc.), please contact Justin Martin.

OneTel's primary focus is bringing its 14 years of E-Rate expertise in benefiting K-12 education entities. OneTel has a strong track record supporting its claim and ensuring that the school district will capture all available E-Rate funding and will remain compliant with the E-Rate program. The key to OneTel's success is combining networking and telecommunications expertise with E-Rate experience, strategy and compliance for school districts.

Install Location: 9450 W CHEROKEE RD , DUNCAN, OK 73533-9025

Install NPA/NXX: 580-252

Dedicated Internet Access

	Carrier	Service Description	Bandwidth down up	Router	Term	Install	Monthly Cost
1		Managed Ethernet Service Network: AireSpring	6M x 6M	No	1 Year	\$56.00	\$1,784.44
2		Managed Ethernet Service Network: AireSpring	6M x 6M	Yes	1 Year	\$106.00	\$1,904.44
3		Managed Ethernet Service Network: AireSpring	9M x 9M	No	1 Year	\$84.00	\$2,652.20
4		Managed Ethernet Service Network: AireSpring	9M x 9M	Yes	1 Year	\$184.00	\$2,902.20
5		Managed Ethernet Service Network: AireSpring	12M x 12M	No	1 Year	\$112.00	\$3,505.60
6		Managed Ethernet Service Network: AireSpring	12M x 12M	Yes	1 Year	\$212.00	\$3,755.60

** Details of this circuit can be found at the end of this quote


THIS DOCUMENT WAS CREATED USING OUR PATENTED GEOQUOTE TECHNOLOGY. THE INFORMATION IT GENERATED, FOUND ON THIS PAGE, IS FOR THE SOLE USE OF THE INTENDED RECIPIENT(S) AND CONTAINS CONFIDENTIAL AND PRIVILEGED INFORMATION. ANY UNAUTHORIZED REVIEW, USE, DISCLOSURE OR DISTRIBUTION, ESPECIALLY AS IT RELATES TO MAKING DIRECT CONTACT WITH THESE VENDORS, CONSTITUTES A VIOLATION OF OUR INTELLECTUAL PROPERTY.


***Prices are valid through the end of the calendar month. This proposal was generated Wednesday, October 10, 2012**


Details of the Services in Your Quote:


1	
Quote	1142027


Quote Line	5
Email Addresses	Not Included
IPs	Unlimited Static IPs This is the number of IP addresses (fixed ports of entry to the internet) that come with this package.
Web Hosting	Not Included

2	
Quote	1142027
Quote Line	6
Email Addresses	Not Included
IPs	Unlimited Static IPs This is the number of IP addresses (fixed ports of entry to the internet) that come with this package.
Web Hosting	Not Included

3	
Quote	1142027
Quote Line	11
Email Addresses	Not Included
IPs	Unlimited Static IPs This is the number of IP addresses (fixed ports of entry to the internet) that come with this package.
Web Hosting	Not Included

4	
Quote	1142027
Quote Line	12
Email Addresses	Not Included
IPs	Unlimited Static IPs This is the number of IP addresses (fixed ports of entry to the internet) that come with this package.
Web Hosting	Not Included

5	
Quote	1142027
Quote Line	17
Email Addresses	Not Included
IPs	Unlimited Static IPs This is the number of IP addresses (fixed ports of entry to the internet) that come with this package.
Web Hosting	Not Included

6	
Quote	1142027
Quote Line	18
Email Addresses	Not Included
IPs	Unlimited Static IPs This is the number of IP addresses (fixed ports of entry to the internet) that come with this package.
Web Hosting	Not Included



Official Proposal

Empire School District 10-21

c/o Chris Webber
9450 W CHEROKEE
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windstreamTM
communications



EMPIRE SCHOOL DISTRICT

RFP ID: 583190001046455

RFP Posted - September 24, 2012

Bid Closing - October 22, 2012

WINDSTREAM COMMUNICATIONS

SPIN # 143030766

09/27/2012

PROPOSAL PREPARED BY:

Chris Osborne 405-365-1369

Keith Boreham 405-228-2540

Will Powell 405-249-6192

EMPIRE SCHOOL DISTRICT

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- Introduction to Windstream
- Proposal - 45Mb Dedicated Internet & Connection to PTC
- Windstream Addendum to Customer Service Agreement
- Windstream Customer Service Agreement
- Windstream OUSF Funding Document
- Windstream OUSF Funding Calculation Document
(Fully funded based on an estimated (3) building credits and 60% FUSF funding)
- Federal Excise Tax Exemption Certificate
- Windstream Service Level Agreement
- Windstream Vendor Responsibility & Installation Expectations



EMPIRE SCHOOL DISTRICT

Introduction to Windstream Communications

Executive Summary

Windstream is one of the country's largest communications companies, connecting millions of people and businesses, every hour of every day. We are a next-generation telecommunications provider, offering a broad array of advanced business technology solutions that deliver proven results and value.

Windstream is an S&P 500 company with more than \$6 billion in annual revenues. Our 14,000 employees in 44 states and the District of Columbia are dedicated to delivering the services that help you solve your business challenges. Working together, we provide:

- More than 100,000 miles of fiber;
- Full line of voice services, including digital T-1 trunks, VoIP, SIP trunking and more;
- MPLS networking solutions, including virtual LAN services and private MPLS;
- Alliances with industry-leading vendors such as Mitel, Cisco, Avaya, VMware & others;
- Four Network Operations Centers (NOCs), located throughout the United States;
- 13 secure data centers in the U.S., including SAS-70, Type II certification;
- More than three dozen colocation centers;
- US-based customer and technical support;
- A full spectrum of cloud-based hosting services, including Infrastructure as a Service (IaaS), with public, private or hybrid options;
- Managed information security;
- Managed data protection, including disaster recovery options; and more.
- Dedicated GSS Department focusing on E Rate and Government Bids.

Windstream combines next-generation products and industry-leading technology with our focus on individual needs, delivering a solution that meets your specific business requirements. Throughout it all, there is one constant: our commitment to you will never change. We thank you for the opportunity to tell you more about our services, and how they can help your business grow.

Sincerely,

Windstream Communications



EMPIRE SCHOOL DISTRICT

- (2) PROPOSALS
 - (1) 45MB CONNECTION TO SCHOOL DISTRICT
 - (1) CONNECTION TO NEWNET66 PTC LOCATION
- REALTIME MPLS INCLUDED IN PROPOSALS
- BOTH COSTS INCLUDED IN ATTACHED PROPOSALS



Customer Information

Customer Name	EMPIRE SCHOOL DISTRICT	EAN	4374919
Install Street Address	9450 W CHEROKEE RD	City, State, Zip	DUNCAN, Oklahoma , 73533-0000
Main Telephone Number	(580)252-5392	Market	OOF
Contact Name	Josh Skiles	Proposal ID	1936440
Account Representative	Keith Boreham	Proposal Type	New
Dealer Name		Term	3 Years

Bundled Services	Total Qty	Price/Unit	Total Price	Adjusted Price
Off Net NNI Transport - Custom	1	--	--	--
MPLS VPN Bandwidth	45 Mbps	--	--	--
Quality of Service (QoS)	45 Mbps	--	--	--
Total Services			\$10,106.55	\$9,820.05

Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
Bandwidth Data Features					
Data Equipment Maintenance	--	1		\$10.95	\$10.95
Block of 16 IPs		1		\$16.00	\$16.00
VPN Features					
Total Features					\$26.95

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
Total Other Charges (Non-Recurring)					\$0.00

Total Solution	Total Price	Adjusted Price
Total Monthly Recurring Charges		\$9,847.00

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment	\$8,369.95
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Service Information

Unless an Upsell is specifically indicated above, if this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location. For Upsells, this Proposal only shows the additions or changes to Services provided at the applicable service location. In all instances, the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent) ; however, for existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and

Service Information

unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal.

Authorized Windstream Representative Name	_____	
Authorized Windstream Representative Signature	_____	Date _____
Authorized Customer Name	_____	
Authorized Customer Signature	_____	Date _____



ADDENDUM TO CUSTOMER SERVICE AGREEMENT

This Addendum is entered between the Windstream legal entit(ies) providing the Services to the Customer as identified on the Customer's bill ("Windstream") and Empire School District ("Customer"), and amends Customer Service Agreement ("CSA") entered between Windstream and Customer ("Parties").

The CSA shall be deemed amended as follows:

1. Section 1 Term and Renewal. The last sentence of this section shall be replaced with the following language:

Customer's term will end on the June 30th following the Effective Date on the CSA. There will be no automatic renewal and Customer will have the option to renew annually. The pricing for the Services is based on a three (3) term and is signed by both parties with the intent to renew annually until the end of the pricing term. If Customer chooses not to renew annually, Customer must provide Windstream written notice thirty (30) days prior to the end of the fiscal year.

2. Section 14b Post-Installation. Sentence two (2) shall be replaced with the following:
AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER, EXCEPT BY NON-RATIFICATION OR TERMINATION IN ACCORDANCE WITH THE PROVISIONS OF OKLAHOMA STATUTE 70, §5-117(b), AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, NOT A PENALTY, AN AMOUNT EQUAL TO 50% OF THE MRCS MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THENCURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES").

3. FUNDING PROVISION

This Contract shall be subject to funding from the Oklahoma Universal Services Fund (OUSF) and the Federal Universal Services Fund (FUSF) for service. If at any time during the term of this Contract, OUSF or FUSF funding to the customer is approved, then subsequently is terminated by the applicable governmental agency, independent of any act by the customer, then the customer will be allowed to migrate to Windstream Private Line T1 services for the remainder of the term under the current agreement without termination liability for service provided in the contract.

The CSA noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the CSA, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

Customer

By: _____

Name:

Title:

Windstream

By: _____

Name:

Title:

Customer Name: EMPIRE SCHOOL DISTRICT

Address for service: 9450 W CHEROKEE RD, DUNCAN, OK, 735330000

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date") by and between **EMPIRE SCHOOL DISTRICT** ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

1. Term and Renewal. This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the Term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement. Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms, (each, a "Renewal Term") until terminated or cancelled pursuant to its terms.

2. Charges for Services; Billing and Payment. Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **COMPANY RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST 30 DAYS' NOTICE AND OTHER RATES AT ANY TIME.**

3. Disputes. To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.

4. Partial Payments; Late Payments. Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.

5. Credits and Deposits. Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer.

6. Services Location; Moves. Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.

7. Company-Provided and Owned Equipment. Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.

Customer Initials _____

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

8. Disconnection of Current Provider; Special Construction; Third Party Charges. Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.

9. Internet. Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.

10. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT <http://www.windstream.com/legal/Google Apps Premier Edition License.pdf> PRIOR TO USING THE RELEVANT SERVICES. Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.

11. American Recovery and Reinvestment Act (ARRA). Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.

12. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.

13. Termination. Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

Customer Initials _____

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

14. Effect of Termination.

a. **Pre-Installation-** If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. **Post-Installation-** **CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, NOT A PENALTY, AN AMOUNT EQUAL TO 50% OF THE MRCs MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES").** If Customer's Proposal includes Monthly Minimum Charges ("MMCs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC for that location, Customer will pay the MMC every month in lieu of the liquidated damages set forth above. If Customer's Proposal does not include MMCs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the liquidated damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.

15. Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY . CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.

16. Disclaimer of Warranties. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, warranty arising by COURSE of trade, course of dealing or course of performance, any warranty that the SERVICES will meet customer's requirements OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

17. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

18. Confidentiality. Except when this Agreement is required to be filed with a governmental authority, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.

Customer Initials _____

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.



19. Miscellaneous. (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party. **CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES;**

(b) Applicable Law: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles; (c) Waiver of Jury Trial: **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.** (d) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival: Sections 14 through 19 survive after this Agreement ends.; (i) Handwritten Changes: Handwritten changes are not binding on either party.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

COMPANY	CUSTOMER
By:	By:
Name:	Name:
Title:	Title

TO: Windstream Communications 143030766 DATE: _____
(Name of Telecommunications Service Provider) (SPIN)

Pursuant to 17 O.S. § 139.109, each public school building wherein classrooms are contained shall, upon written request, receive one access line, free of charge, with the ability to connect to an Internet service provider at 1.5 Mbps, in the most economically efficient manner for the carrier, or an equivalent dollar credit to be applied by the public school toward similar service provided by the same carrier, for the purpose of accessing the Internet. "Public school" is defined as all free schools supported by public taxation, and shall include grades kindergarten through twelve.

This is the written request of (insert name of School District) _____ for the one access line with the ability to connect to an Internet provider at 1.5 Mbps, or an equivalent dollar credit to be applied toward similar service provided by the same carrier. (List the name of each school for which the request is made. Circle the level of service requested for each public school, 1.5 Mbps or equivalent credit ["1.5 Mbps " or "Cr"] as appropriate.)

<u>Contact School Name/Address</u>	<u>Contact Person/Telephone No.</u>	<u>Request</u>	<u>Internet Service Provider and Telephone Number</u>
_____	_____	1.5 Mbps CR	_____
_____	_____	1.5 Mbps CR	_____
_____	_____	1.5 Mbps CR	_____
_____	_____	1.5 Mbps CR	_____

(NOTE: Attach additional sheets(s) as necessary for additional schools.)

The bandwidth being requested is for 1.5Mbps; 3.0Mbps; 5.0Mbps; 10Mbps; 20Mbps; Other _____

The above schools currently have the appropriate computer equipment in order to be able to utilize the access line as soon as it is installed.

I understand that if the access line for Internet connection is not requested for a particular school at this time, the school district will not be prohibited from making such request in the future. I further understand that the access line with ability to connect to the Internet is for the exclusive use of each school and that under no circumstances shall the service be sold, repackaged or shared with any other entity.

I further understand that an access line will be provided to each school without cost to the school district, and that the telecommunications service provider may seek to recover the cost of providing this service from the Oklahoma Universal Service Fund, which is funded by fees assessed, by law, to all telecommunications carriers and that the carriers, by law, may pass the assessed fees on to their telephone customers within Oklahoma.

The undersigned certifies that he/she has the authority to make this request on behalf of the above-named school district.

Signature of Superintendent

Printed Name of Superintendent

Street Address

Telephone Number

Address

State of Oklahoma) ss.
County of _____)

Subscribed and sworn to before me this _____ day of _____, 20____

(Seal)

Notary Public

My commission expires _____.

Revised 7/1/2011

WINDSTREAM OUSF Funding Calculation

Windstream NuVox, KDL, Norlight

SUSF-2 – Internet Access Line (1.5MBps) Funding Request

OUSF/E-Rate Information

School/Library Name **Empire ISD**
 Zone (Enter 1, 2, or 3 for Zone) **3**
 # of Approved Locations **3**
 # of Miles (average each circuit) **81**
 Total Circuit Billing (monthly) **\$ 9,847.00**
 Federal E-Rate percentage **70%**

WIN Tariff Information for Windstream CLECs (Based on AT&T Tariff 73)

DS1 CT \$205.00
 DS1 CMT \$68.00
 DS1 CMF (per mile) \$15.70

Row	OUSF Discount Calculation	Rate	Cost	Comments
1	Monthly pre-discount Circuit amount		\$ 9,847.00	
2	Less Federal E-Rate Discount	70%	(6,892.90)	E-rate percentage ## %
3	OUSF Eligible		\$2,954.10	
4	Channel Termination DS1	\$205.00	\$615.00	
5	Channel Mileage Term DS1	\$68.00	204.00	
6	Channel Mileage Facility per mile DS1	\$15.70		
7	Number of Approved Locations	3	\$3,815.10	Rate * Avg # miles * # locations
8	Total Estimated OUSF Reimbursable		\$4,634.10	
9	Total Estimated OUSF Funding		\$2,954.10	Lesser of Row 3 and Row 8

See Tariff Rate sheet for non recurring charges

This is a sample document. Updates areas marked in blue.

Federal Excise Tax Exemption Certificate

Customer Name: EMPIRE SCHOOL DISTRICT

Address: 9450 W CHEROKEE RD, DUNCAN, OK, 735330000

Description of Customer's Business:_____

Federal ID #:_____

- ☐ News Service Organization {IRC Section 4253 (b)} Services must be exclusively Used in the collection and dissemination of news for the general public. Services used in any other way by a news service organization, such as in the Business office, sales and marketing, general administration, etc. are not exempt.
- ☐ American National Red Cross. {IRC Section 4253 (c)}
- ☐ International Organization. {IRC Sections 4253 (c) and 7701-(a) (18)}
- ☐ Common Carrier. {IRC Section 4253 (f)}
- ☐ Radio Broadcasting Station or Network
- ☐ Common Carrier transporting personal property.
- ☐ Common Carrier transporting passengers.
- ☐ Purchase of telecommunications services for resale as long distance.
- ☐ Non-Profit Hospital described in IRC Section 170 (b) (1) (A) (iii) and exempt from Federal income tax under IRC Section 501 (a). {IRC Section 4253 (h)}
- ☐ Non-Profit Educational Organization described in IRC Section 170(B) (1) (A) (iii) {IRC Section 4253 (j)}
- ☐ U.S. Government Department or Agency.

The undersigned customer certifies that it is an organization of the type checked above and as such is exempt from the Federal Excise Tax on the services provided under the account number referenced above. In the event it is later determined that the Customer does not qualify for the exemption noted heron, the Customer will promptly pay Windstream NuVox, Inc. and its affiliates the amount of the tax it should have collected from the Customer and will indemnify and hold harmless Windstream from any taxes, penalties and interest resulting from the reliance of Windstream if it for any reason no longer qualifies for the exemption noted heron.

Customer Name: EMPIRE SCHOOL DISTRICT

Authorized Signature:_____

Title of Authorized Signer:_____

PRIVATE/PROPRIETARY

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WINDSTREAM CUSTOMER SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") only applies to Windstream's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services ("VPN MPLS") (collectively referred to as the "Services"). The SLA does not apply to any applications or enhanced telecommunications services, equipment sales and related maintenance services, or any other services provided by Windstream or any third party provider.

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- I. Customer Care and General Network Description
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- V. Service Specific Performance Targets
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 - C. Private Network (MPLS Services)
- VI. Credit Policy for Service Interruptions and Performance Target Failures

I. Customer Care and General Network Description

A. Any customer may contact Windstream's Customer Experience Center ("CEC") by calling toll free 800-600-5050. The CEC is available 24 hours a day, 7 days per week, and is staffed by employees dedicated to assisting you with service issues and telecommunications service needs. In addition to the CEC, Windstream provides a centralized trouble shooting and maintenance control center that is staffed 24 hours a day, 7 days per week.

B. Windstream's network incorporates components from manufacturers such as Lucent Technologies, Alcatel, Nortel Networks, and Cisco Systems. In addition, Windstream's network uses SONET redundant, diverse rings for customer traffic, where available, to limit the impact of force majeure events or other developments that may compromise Services. Windstream's network incorporates high-speed, fault-tolerant switching and data transport components designed to protect Windstream's network and customers from component failures.

II. Service Requests and Response Time

A. In the event that any Customer reports a trouble to the CEC that affects the Services, Windstream technicians will work on the problem as soon as possible. If an affected customer contacts the CEC, the customer may request a specific time interval for an update regarding the trouble report or Windstream will provide an update within twenty-four (24) hours regarding the status of the problem. Trouble reports that result in a total interruption of Services, that are not resolved within two (2) hours of the time of receipt of the initial trouble report by Windstream are automatically escalated to the highest priority level.

B. If Windstream's network personnel determine that any trouble requires a field technician to visit a customer site; Windstream will dispatch a technician as soon as possible, but no later than one (1) hour from Windstream determines that field service is required.

C. If a customer requests that Windstream send a field technician to the customer's site to assist with Service-related issues, Windstream will dispatch the technician as soon as possible. If the problem that generated the customer's request for a dispatch is determined to have been caused by the customer's phone or data equipment or vendor, any act or omission of customer or otherwise unrelated to any act or omission by Windstream, Customer agrees and acknowledges that Windstream may charge the customer for the service call at Windstream's then current rates.

D. If the problem that generated the customer's request for a dispatch is the result of a third party carrier or Service provider, Windstream will assist in the reporting and transmission of technical data and information to such third party carrier or Service provider and will use reasonable efforts to escalate issues with the third party carrier or Service Provider. If the problem that

generated the customer's request for a dispatch is a result of some failure of the facilities of the incumbent Local Exchange Carrier, the problem will be repaired without cost to the customer.

E. If the problem that generated the customer's request for a dispatch is isolated to Windstream's network equipment, Windstream will resolve the Service issue without any charge to the customer. If the problem that generated the customer's request for a dispatch is caused by the customer's phone system or other Customer on-site equipment, including Customer-provided firewall, computers, and cabling, Windstream will convey that this is the cause to Customer to enable Customer and/or its vendor to repair the problem.

III. Maintenance Window

Windstream's Services are designed and intended to be available 24 hours per day, 7 days a week, subject to pre-scheduled and/or routine maintenance windows and emergency maintenance requirements. Windstream reserves the right to perform regular, non-connection-affecting service between midnight and 6:00 am EST each day. Any customer may request that Windstream contact the customer at least forty-eight (48) hours in advance of any scheduled maintenance that will result in an intentional Service interruption.

IV. Off-Net/Internet/Windstream Partner Router Replacement: Windstream Provided In the event that the CEC determines that a new router is required due to hardware failure and the customer has purchased the back-up router option, Windstream will commit to an 8 hour response time.

In the event that the CEC determines that a new router is required due to hardware failure and the customer has not purchased the back-up router option, Windstream will deploy a replacement router based upon the following criteria:

- Determination of router failure and request from CEC to ship Customer Premise Equipment replacement prior to 3PM, M-F = Next Business Day
- Determination of router failure and request from CEC to ship Customer Premise Equipment replacement after 3PM, M-F = 2 Business Days
- Determination of router failure and request from CEC to ship Customer Premise Equipment replacement on Weekend or Holiday = 2 Business Days
- Determination of router failure and request from CEC to ship Customer Premise Equipment replacement on an emergency basis = Unit will be shipped via standard ground unless otherwise requested by customer. If customer requests faster shipping, Windstream will bill the customer for the shipping costs.

V. Service-Specific Performance Targets

A. Performance Targets for Internet Services

Windstream Communications is committed to delivering the highest quality Internet services and designs its Network to exceed the following performance targets for Latency and Packet Loss. Statistics are collected from Windstream network monitoring equipment and do not include the access circuit, whether provided by Windstream or another carrier.

Latency: Windstream Communication's designs its Network to provide Internet customers with average one way ping latency of less than 55 milliseconds.

Packet Loss: Packet Loss is designed to be less than 1% across Windstream core network for Windstream provided Internet Services.

These performance targets apply only to Windstream Internet services. In certain instances, Windstream measures and reports on specific network performance criteria.

B. Performance Targets for Voice Services

1. On-Net Voice

Windstream Communications is committed to providing its customers with the highest quality voice services. As a result, but except as provided in the following subsections 2 and 3 (Performance Targets for Windstream Partner-Provided Voice and Internet-Based Voice (i.e., VoIP), Windstream guarantees the following on-net performance levels for network Quality of Service (QoS) and core system availability.

Quality of Service. Windstream's Quality of Service Guarantee provides that an On-Net Customer shall not experience any parameter for Jitter, Latency, or Packet Loss in excess of the targets listed in the table below. On-net performance metrics can be provided upon customer request.

Latency (one-way)	<40ms
Packet Loss	<1%
Jitter	<2ms

Specific measurement calculations are as follows:

- a. Latency:** Windstream shall measure latency between its core network equipment by averaging five minute samples in a calendar day. Latency is measured in a single direction (as opposed to round-trip time (RTT)).
- b. Packet Loss:** Windstream shall measure packet loss between its core network equipment by averaging five minute samples in a calendar day.

c. Jitter: Windstream shall measure jitter using a daily measure of the Windstream network-wide packet delay variation within the applicable region, which is the average difference in the interval of time it takes for selected pairs of test packets in data streams to travel between pairs of Windstream backbone network nodes.

Core System Availability. Voice services are subject to the standard Windstream Maintenance Window and Service Interruptions as outlined in section III and VI of this document.

The overall performance of the services can be affected by conditions present on the customer's local area network (LAN). Therefore, it is imperative that the customer's LAN meets the minimum requirements that are outlined in the 'LAN Requirements Doc'.¹

2. Windstream Partner-Provided Voice

In some cases voice services may be provided via a Windstream Partner network. Except as provided in the following subsection C (Performance Targets for Internet-Based Voice (i.e., VoIP), Windstream guarantees the following On-net performance levels for network QoS and core system availability.

Quality of Service. Windstream's Quality of Service Guarantee provides that Customer shall not experience any parameter for Jitter, Latency, or Packet Loss in excess of the targets listed in the table below. On-net performance metrics can be provided upon customer request.

Latency (one-way)	<100ms
Packet Loss	<1%
Jitter	<8ms

Specific measurement calculations are as follows:

a. Latency: Windstream shall measure latency between its core network equipment by averaging five minute samples in a calendar day. Latency is measured in a single direction (as opposed to round-trip time (RTT)). Latency values for Partner networks will be derived from that providers SLA system and may be added to the total On-net delay.

b. Packet Loss: Windstream shall measure packet loss between its core network equipment by averaging five minute samples in a calendar day. Packet loss values for Partner networks will be derived from that provider's SLA system and may be averaged along with the total On-net packet loss.

c. Jitter: Windstream shall measure jitter using a daily measure of the Windstream network-wide packet delay variation within the applicable region, which is the average difference in the interval of time it takes for selected pairs of test packets in data streams to travel between pairs of Windstream backbone network nodes. Packet loss values for Partner networks will be derived from that provider's SLA system and may be averaged along with the total On-net jitter.

Core System Availability. Voice services are subject to the standard Windstream Maintenance Window and Service Interruptions as outlined in section III and VI of this document.

The overall performance of the services can be affected by conditions present on the customer's local area network (LAN). Therefore, it is imperative that the customer's LAN meets the minimum requirements that are outlined in the 'LAN Requirements Doc'.¹

3. Internet-Based Voice (i.e., VoIP Services)

Quality of Service. Windstreams provides no guarantee of quality for any service whose primary method of transport is not provided by Windstream. This includes metrics such as packet loss, jitter, latency, call quality.

Core System Availability. Voice services are subject to the standard Windstream Maintenance Window and Service Interruptions as outlined in section IV and V of this document. An interruption in the customer provider's network or the general Internet is not within Windstream's control and therefore is not included in the availability guarantee.

The overall performance of the services can be affected by conditions present on the customer's local area network (LAN). Therefore, it is imperative that the customer's LAN meets the minimum requirements that are outlined in the 'LAN Requirements Doc'.¹

C. Performance Targets for Private Network MPLS Services

Windstream Communications is committed to providing its customers with the highest quality private network services. As a result, Windstream will guarantee network performance levels for the following categories: Latency, Packet Loss, and Jitter. Statistics are collected from one Windstream network element to another Windstream network element and do not include the access circuit whether provided by Windstream or another carrier. This service guarantee applies only to private networking

¹ Windstream does not assume responsibility for any service and/or quality related issues that are caused by sub-optimal LAN conditions

services and covers only the Service purchased from Windstream Communications.³

Customers who purchase VPN MPLS Standard Data will receive the Standard Data performance guarantee for all traffic. VPN MPLS Business Critical Customers will receive the Business Critical performance guarantee for data applications selected by the

Customer and all other traffic will receive the Standard Data performance guarantee. VPN MPLS Real Time Customers will receive the Real Time performance guarantee for voice and video traffic, the Business Critical performance guarantee for data applications selected by the Customer, and the Standard Data performance guarantee for all other traffic.

A. Performance Targets for Internet Services

Windstream Communications is committed to delivering the highest quality Internet services and designs its Network to exceed the following performance targets for Latency and Packet Loss. Statistics are collected from Windstream network monitoring equipment and do not include the access circuit, whether provided by Windstream or another carrier.

Latency. Windstream Communications designs its Network to provide Internet customers with average one way ping latency of less than 55 milliseconds.

Packet Loss. Packet Loss is designed to be less than 1% across Windstream core network for Windstream provided Internet Services.

These performance targets apply only to Windstream Internet services. In certain instances, Windstream measures and reports on specific network performance criteria.

VII. Domestic On-Net and Off-Net VPN Network Performance Guarantees

Windstream Communications is committed to providing its customers with the highest quality private network services. As a result, Windstream will guarantee network performance levels for the following categories: Latency, Packet Loss, and Jitter. Statistics are collected from one Windstream network element to another Windstream network element and do not include the access circuit whether provided by Windstream or another carrier.

This service guarantee applies only to domestic VPN private networking services and covers only the Service purchased from Windstream Communications.²

Customers who purchase QoS Standard Data will receive the Bronze performance guarantee for all traffic. QoS Business Critical Customers will receive the Silver performance guarantee for data applications selected by the Customer and all other traffic will receive the Bronze performance guarantee. QoS Real Time Customers will receive the Gold performance guarantee for voice and video traffic, the Silver performance guarantee for data applications selected by the Customer, and the Bronze performance guarantee for all other traffic.

Windstream will report on these metrics on <http://www.windstream.com> within the "I'm a Customer" management portal for network services.

Definitions: In addition to providing services on Windstream's own network, services may be provided through third party networks or over the public Internet.

On-net: The Windstream owned and operated network.

Windstream Partners: A third party network with which Windstream maintains connectivity for the purposes of extending its private network.

Internet: All other publicly accessible networks.

A. Latency. Windstream Communication's Latency Guarantee provides that the Customer shall not experience an average one way ping latency greater than the target listed in the table below. Windstream shall measure latency between its core network equipment by averaging five minute samples in a calendar day.

Latency performance objectives are listed below and apply only to the data service purchased from Windstream Communications:

	<u>On-Net Latency</u>	<u>Windstream Partners Latency</u>	<u>Internet Latency</u>
VPN MPLS Standard Data	<55ms	<100ms	N/A
VPN MPLS Business Critical - Preferred Data	<50ms	<90ms	N/A
VPN MPLS Real Time - Preferred Voice	<40ms	<60ms	N/A

² Windstream does not assume responsibility for any service and/or quality related issues that are caused by sub-optimal LAN conditions.

³For VPN MPLS Partner Customers— due to the sub-optimal path that traffic will take, Windstream does not recommend that Customers access the Internet through a host site that is on-net. Normally traffic takes a direct path from the host to the nearest Internet transit site; however, with VPN MPLS Partner, this traffic will first be directed back to the customer's host site and will then be routed to the Internet by its most optimal path. This will almost never be the true optimal path since most VPN MPLS Partner sites will be great distances away from the host site

If the Latency guarantee is not satisfied in a calendar day, Customer shall receive a credit of 1/30th of the monthly recurring charge for the applicable service at the affected location, up to a maximum credit in each month of the total monthly recurring charges for that Service.

B. Packet Loss. Windstream's Packet Loss Guarantee provides that the Customer's sustained packet loss within the Windstream Network shall not be greater than the below target in any given calendar day. Windstream shall measure packet loss between its core network equipment by averaging five minutes samples in a calendar day.

Packet Loss performance objectives are listed below and apply only to the data service purchased from Windstream Communications:

	<u>On-Net Packet Loss</u>	<u>Windstream Partner Packet Loss</u>	<u>Internet Packet Loss</u>
VPN MPLS Standard Data	<1%	<2%	N/A
VPN MPLS Business Critical - Preferred Data	<1%	<2%	N/A
VPN MPLS Real Time - Preferred Voice	<1%	<1%	N/A

If the Packet Loss guarantee is not satisfied in a calendar day, Customer shall receive a credit of 1/30th of the monthly recurring charge for the applicable service at the affected location up to a maximum credit in each month of the total monthly recurring charges for that Service.

C. Jitter. Windstream's Jitter Guarantee provides that the Customer's average jitter within the Windstream Network shall not be greater than the below target in any given calendar day. Windstream shall measure jitter using a daily measure of the Windstream network-wide packet delay variation within the applicable region, which is the average difference in the interval of time it takes for selected pairs of test packets in data streams to travel between pairs of Windstream backbone network nodes.

Jitter performance objectives are listed below and apply only to the data service purchased from Windstream Communications:

	<u>On-Net Jitter</u>	<u>Off-Net Jitter</u>	<u>Internet Jitter</u>
VPN MPLS Standard Data	<10ms	<12ms	N/A
VPN MPLS Business Critical - Preferred Data	<5ms	<7ms	N/A
VPN MPLS Real Time - Preferred Voice	<2ms	<4ms	N/A

If the Jitter guarantee is not satisfied in a calendar day, Customer shall receive a credit of 1/30th of the monthly recurring charge for the applicable service at the affected location, up to a maximum credit in each month of the total monthly recurring charges for that Service.

In the event that multiple performance guarantees are missed for a particular location in a single calendar day, the maximum available credit is 1/30th of the monthly recurring charge for the applicable Service. In the event of a Service Interruption, the Service Interruption credit supersedes all network performance guarantees and network performance credits are not applicable.

VI. Credit Policy for Service Interruptions and Performance Target Failures

- A.** In the event of a complete interruption of the Service defined as total inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Windstream supported private network ("Service Interruption"), Windstream agrees to credit the impacted customer's account an amount equal to the proportionate amount of the monthly recurring charge for each hour of Service Interruption. For example, in the event a customer experiences a two (2) hour Service Interruption, the customer shall receive a credit equal to the customer's monthly recurring charge for such service, divided by the number of days in such month, further divided by twenty-four hours and then multiplied by two (2) hours. Windstream will credit customer's account for only that portion of the Service that is interrupted and credit for Service Interruptions in a given month may not exceed 100% of the applicable monthly recurring charge for the affected service. No credit shall be given for a Service Interruption of less than one (1) hour.

- B.** Credit allowance for a Service Interruption or Failure of Latency, Packet Loss, and Jitter Performance levels for VPN MPLS services commences upon Windstream's receipt of notice from the customer of the Service Interruption or performance failure. Credit allowance ceases when the Service has been restored. Credits for a Service Interruption or performance failure shall be given only when the customer notifies Windstream that such credit is due. Customer waives any right to credits not claimed within thirty (30) days of the applicable Service Interruption.
- C.** In the event of a Service Interruption of at least forty-eight (48) continuous hours ("Extended Service Interruption") in a single calendar month, Customer may terminate its Customer Service Agreement for the customer location impacted by the Extended Service Interruption without penalty following the 48th hour by: (i) giving Windstream written notice of the termination within thirty (30) days of the Extended Service Interruption; and, (ii) making payment for any outstanding balance due for Services rendered by Windstream through the date of Service termination. Payments should be made within thirty days after the date of the Service Termination or pursuant to Windstream's last invoice after the termination effective date. Such Service termination will be effective forty-five (45) days after receipt of written notice by Windstream and Customer shall pay for services rendered by Windstream up through such termination date.
- D.** For purposes of this SLA and the computation of credits hereunder, a Service Interruption or performance failure will be deemed to have occurred only if the Services become unusable to the customer as a result of a failure of Windstream's facilities, equipment or personnel, and only where the Service Interruption or performance failure is not the result of: (i) the fault or negligence of or attributable to the customer; (ii) any planned or routine maintenance as described above; or (iii) other circumstances beyond the reasonable control of Windstream. In addition, Windstream Communications will not be in default of its obligations or otherwise liable for any delay in or failure of its performance hereunder due to any Act of God, adverse weather condition, fire, flood, riot, strike, accident, war, act of terrorism, governmental requirement, cable cut or other cause beyond the reasonable control of Windstream.

Vendor Responsibility and Installation Expectations

Vendor Authorization

Windstream NuVox, Inc. and its affiliates will contact your current voice and data vendors to coordinate the installation of your services.

The Customer or Data Equipment Vendor/Systems Integrator's responsibilities include, but are not limited to:

- 1) Ensuring that a functional Local Area Network is in place to accommodate dedicated Internet services.
- 2) Equipment or services necessary on the customer premise side of the router to include:
 - a) Servers, workstations, printers, hubs/switches
 - b) Appropriate internal IP addressing scheme
 - c) Customer supplied firewalls
 - d) Configuration changes for dedicated Internet access (i.e. default gateways, DNS, browser configuration, etc)
- 3) All cabling infrastructure to include a Category 5e cable from the wiring closet (phone demarc) to the customers' hub/switch for Internet connectivity.
- 4) Installing Internet applications, such as remote access software, on all necessary computers.
- 5) Any request for modifications to DNS records (website, email records).
- 6) Contacting previous ISP to request disconnect.
- 7) If applicable, setting up Windstream POP3 email accounts and configuring email client.
- 8) If applicable, uploading website to Windstream web servers.
- 9) If customer has internal email server, request reverse DNS lookup through Windstream data support group.

The Customer or Telephone Equipment Vendor's responsibilities include, but are not limited to:

- 1) All phone system level programming.
- 2) All cross connects.
- 3) Demarc extension if required.

Installation Intervals

The standard installation interval is 30 - 45 calendar days after acceptance of order information and paperwork. Standard scheduling hours are Monday - Friday 8:30am to 3:30pm. We will attempt to honor requests for a specific install date

*Requested Due Date does not guarantee your services will be installed on that date. Factors that may change the requested due date are (1) local phone company's facility interval, (2) if retaining existing numbers, interval provided by local phone company to port these numbers, (3) delay in order packet acceptance, (4) changes requested to order, (5) or another unforeseen delay. Windstream understands the importance of the date you have specified, and will make every reasonable effort to meet that date.

Order Information

Before we can begin processing your order, we must receive the following items:

1. Signed copy of your Proposal and Customer Service Agreement
2. Signed copy of the Letter of Authorization if applicable, which lists all telephone numbers porting to Windstream
3. Specific identification of any Fax, Alarm, Credit Card, Elevator, or Modem Lines
4. Name and phone number of contact(s) at your location responsible for coordinating the transition to Windstream
5. Name and phone number of technical contact(s) at your location who can provide detailed information and instructions for your data and/or voice service

Based upon the services ordered, we may request the following items:

1. Complete list of 800 Numbers, a signed 800 Responsible Organization Form, and a copy of the most recent bill
2. Information on Account Codes, Calling Cards, Directory Listings, and Voice Mail

Your premise must meet the following requirements for installation of Windstream services:

1. Building must be ready with power available (need entrance facility and conduit)
2. Grounding
3. Backboard
4. Demarc location identified

Installation Expectations: Step-by-Step Guide to Moving Your Service

Your transition to Windstream or "cutover" will be based upon your Requested Due Date or Earliest Possible Due Date (approximately 30 - 45 calendar days) following the acceptance of all order information and paperwork outlined above.

Please note that any changes to order details after acceptance may delay the installation of your service.

Below is a list of the key milestones to expect during the installation process:

- 1) Service Configuration Completed
A Windstream sales engineer may contact your voice and/or data vendor(s) to obtain necessary information about service configurations.
- 2) Your Order is Assigned to a Project Coordinator
Your Windstream Project Coordinator (PC) will serve as the primary point of contact for both you and your vendor throughout the installation process.
- 3) Site Survey Conducted
A Windstream technician or sales engineer will visit your premise to conduct a site survey to verify physical space requirements.

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4) Facilities Ordered (T-1 Ordered)

Your facilities will be ordered. Depending on the type of service you have selected, the local phone company or fiber provider may deliver and install facilities at your premise between the hours of 8am and 5pm.

5) Facilities Tested (T-1 Tested)

The Windstream team will conduct thorough testing with local phone company or fiber provider for 24 to 48 hours to verify the integrity and quality of the delivered facilities.

6) Cutover Scheduled (Conversion to Windstream Communications)

Your PC will contact you and your vendors/integrators to schedule your cutover once your facilities (T-1) are installed and tested. You will also receive a copy of your service configurations. It is critical to review these configurations for accuracy.

7) Plant Test Date

A Windstream technician will return to your site to install customer premise equipment and perform operational testing. No involvement is required of you or your vendor at this time.

8) Cutover Completed

Your Windstream cutover team (including your vendors/integrators) will verify the accuracy and quality of your new services. A Windstream technician may return to your site to ensure your services are operating as intended.

After Your Installation

Check contracts with current providers for termed Monthly Recurring Charges and Termination Policies. If any part of your service (example: phone lines) or facilities (example: T1) will remain with your current carrier, this will result in continued bills for these services. Termination from your previous provider may require specific lead-time.

If you are terminating current services from another voice, Internet, and/or long distance provider, you must send a written request to the carrier to disconnect services.

Customer Information

Customer Name	EMPIRE SCHOOL DISTRICT - PTC	EAN	4374922
Install Street Address	322 E ARCHER ST	City, State, Zip	TULSA, Oklahoma , 74120
Main Telephone Number	(918)592-9753	Market	TULSA
Contact Name	Josh Skiles	Proposal ID	1936449
Account Representative	Keith Boreham	Proposal Type	New
Dealer Name		Term	3 Years

Bundled Services	Total Qty	Price/Unit	Total Price	Adjusted Price
Bandwidth	50Mbps	--	--	--
Transport Ethernet	1	--	--	--
MPLS VPN Bandwidth	YES	--	--	--
Quality of Service (QoS)	YES	--	--	--
Total Services			\$349.83	\$0.00

Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
Bandwidth Data Features					
Data Equipment Maintenance	--	1		\$10.95	\$10.95
Block of 4 IPs		1		\$5.00	\$0.00
VPN Features					
Total Features					\$10.95

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
Total Other Charges (Non-Recurring)					\$0.00

Total Solution	Total Price	Adjusted Price
Total Monthly Recurring Charges		\$10.95

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment	\$9.31
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Service Information

Unless an Upsell is specifically indicated above, if this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location. For Upsells, this Proposal only shows the additions or changes to Services provided at the applicable service location. In all instances, the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent) ; however, for existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and

Service Information

unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal.

Authorized Windstream Representative Name	_____	
Authorized Windstream Representative Signature	_____	Date _____
Authorized Customer Name	_____	
Authorized Customer Signature	_____	Date _____

Customer Name: EMPIRE SCHOOL DISTRICT - PTC

Address for service: 322 E ARCHER ST, TULSA, OK, 74120

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date") by and between **EMPIRE SCHOOL DISTRICT - PTC** ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

1. Term and Renewal. This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the Term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement. Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms**, (each, a "Renewal Term") until terminated or cancelled pursuant to its terms.

2. Charges for Services; Billing and Payment. Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **COMPANY RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST 30 DAYS' NOTICE AND OTHER RATES AT ANY TIME.**

3. Disputes. To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.

4. Partial Payments; Late Payments. Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.

5. Credits and Deposits. Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer.

6. Services Location; Moves. Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.

7. Company-Provided and Owned Equipment. Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.

Customer Initials _____

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8. Disconnection of Current Provider; Special Construction; Third Party Charges. Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.

9. Internet. Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.

10. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT <http://www.windstream.com/legal/Google Apps Premier Edition License.pdf> PRIOR TO USING THE RELEVANT SERVICES. Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.

11. American Recovery and Reinvestment Act (ARRA). Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.

12. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.

13. Termination. Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

Customer Initials _____

14. Effect of Termination.

a. Pre-Installation- If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. Post-Installation- **CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, NOT A PENALTY, AN AMOUNT EQUAL TO 50% OF THE MRCS MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES").** If Customer's Proposal includes Monthly Minimum Charges ("MMCs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC for that location, Customer will pay the MMC every month in lieu of the liquidated damages set forth above. If Customer's Proposal does not include MMCs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the liquidated damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.

15. Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY, CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.

16. Disclaimer of Warranties. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, warranty arising by COURSE of trade, course of dealing or course of performance, any warranty that the SERVICES will meet customer's requirements OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

17. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

18. Confidentiality. Except when this Agreement is required to be filed with a governmental authority, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.

Customer Initials _____

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Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.



19. Miscellaneous. (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party. **CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES;**

(b) Applicable Law: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles; (c) Waiver of Jury Trial. **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.** (d) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival: Sections 14 through 19 survive after this Agreement ends.; (i) Handwritten Changes: Handwritten changes are not binding on either party.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

COMPANY	CUSTOMER
By:	By:
Name:	Name:
Title:	Title

Exhibit 3: 471 Application

FCC Form 471

Approval by OMB
3060-0806**Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471****Estimated Average Burden Hours per Response: 4 hours**

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)**The instructions include information on the deadlines for filing this application.**

Applicant's Form Identifier (Create an identifier for your own reference) Empire Y16	Form 471 Application #: 884179 (To be assigned by administrator)
Block 1: Billed Entity Address and Identifications	
<div style="border: 1px solid black; padding: 5px;"><p>1 Name of Billed Entity EMPIRE SCHOOL DISTRICT IO-21</p><p>2 Funding Year 2013</p><p>3a Entity Number 139891</p><p>3b FCC Registration Number 0012680039</p><p>4a Street Address, P.O. Box, or Route Number 9450 W CHEROKEE</p><p>City DUNCAN State OK Zip Code 73533-</p><p>4b Telephone Number (580) 252-5392</p><p>4c Fax Number (580) 252-4231</p><p>5a Type of Application (check only one)</p><p><input type="radio"/> Individual School (individual public or non-public school)</p><p><input checked="" type="radio"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)</p><p><input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA)</p><p><input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)</p><p><input type="radio"/> Statewide application for (enter 2-letter state code) representing (check all that apply)</p><p><input type="checkbox"/> All public schools/districts in the state</p><p><input type="checkbox"/> All non-public schools in the state</p><p><input type="checkbox"/> All libraries in the state</p><p>5b Recipient(s) of Services:</p><p><input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Charter</p><p><input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency</p></div>	
Entity Number: 139891	Applicant's Form Identifier: Empire Y16
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048
Block 1: Billed Entity Address and Identifications (continued)	
<div style="border: 1px solid black; padding: 5px;"><p>6a Contact Person's Name Karla Hall or Chris Webber</p><p>If the Contact Person's Street Address is the same as Item 4 above, check here. <input type="checkbox"/> If not, complete Item 6b.</p><p>6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713</p><p>City Tulsa State OK Zip Code 74170-1713</p><p>Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.</p><p><input type="checkbox"/> 6c Telephone Number (918) 445 - 0048</p><p><input type="checkbox"/> 6d Fax Number (918) 445 - 0049</p><p><input checked="" type="checkbox"/> 6e E-Mail Address info@crwconsulting.com Re-enter E-mail Address info@crwconsulting.com</p><p>6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address</p><p>If a consultant is assisting you with your application process, please complete Item 6g below:</p><p>6g Consultant Name Karla Hall Name of Consultant's Employer CRW Consulting Consultant's Street Address P.O. Box 701713</p><p>City Tulsa State OK Zip Code 74170 Consultant's Telephone Number (918) 445-0048 Ext. Consultant's Fax Number (918) 445-0049 Consultant's E-mail Address info@crwconsulting.com Re-enter E-mail Address info@crwconsulting.com Consultant Registration Number 16024800</p></div>	

Entity Number: 139891		Applicant's Form Identifier: Empire Y16	
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Complete this information on EVERY Form 471 you file for the services requested on that form. Please complete all rows that apply to services for which you are requesting discounts.			
Schools/school districts complete the left-hand column and libraries complete the right-hand column. Consortia complete all that apply.			
Block 2: Impact of Services Ordered for Schools and Libraries from this Form 471			
		Schools	Libraries
7a Number of students or patrons to be served		500	0
b Telephone service: Number of classrooms or rooms with phone service		0	0
c Direct connections to the Internet: Number of drops		0	0
d Number of classrooms or rooms with Internet access		0	0
e Number of computers or other devices with Internet access		0	0
f Number of dial-up Internet access and other connections of up to 200 kbps :		0	0
g High-speed Internet access services: Number of buildings served at the following speeds (please use advertised download speed coming into building, not actual speed in classroom or work area):	At or greater than 200 kbps and less than 1.5 mbps	0	0
	At or greater than 1.5 mbps and less than 3 mbps	0	0
	At or greater than 3 mbps and less than 10 mbps	0	0
	At or greater than 10 mbps and less than 25 mbps	9	0
	At or greater than 25 mbps and less than 50 mbps	0	0
	At or greater than 50 mbps and less than 100 mbps	0	0
	Greater than 100 mbps	0	0
Block 3:			
8 [Reserved]			

Entity Number: 139891										Applicant's Form Identifier: Empire Y16				
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Block 4: Discount Calculation Worksheet **Worksheet - 1510755**
Page 1 of 1

The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.

☐ Check here if this worksheet contains all eligible entities in the school district or library system.

9a List entities and calculate discount(s): (For Administrator's Use)
School District or Library System Name: **School District or Library System Entity Number:**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P = pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice, E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	
EMPIRE ELEMENTARY SCHOOL	84076 40 10890 00504	R	297	181	60.943%	80	N	N	N	23760	P			
EMPIRE HIGH SCHOOL	84077 40 10890 29761	R	81	73	90.123%	90	N	N	N	7290				
BUS BARN	16026971	R	0	0	0.000%	79	N	N	N	0				
SUPERINTENDENTS OFFICE	16026972	R	0	0	0.000%	79	N	N	N	0				
CAFETERIA	16026974	R	0	0	0.000%	79	N	N	N	0				
BAND CLASSROOM	16049852	R	55	22	40.000%	70	N	N	N	3850				
EARLY CHILDHOOD CENTER	16026976	R	39	18	46.154%	70	N	N	N	2730				
MATH CLASSROOM	16049851	R	90	50	55.556%	80	N	N	N	7200				
EMPIRE JR HIGH	16072196	R	59	35	59.322%	80	N	N	N	4720				
FIELD HOUSE	16072197	R	0	0	0.000%	80	N	N	N	0				

9b Shared Services

SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.	621								49550					80%
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.														
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.														

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Non-Recurring Charges	F. Annual non-recurring charges	\$0.00																												
	G. How much of the amount in F is ineligible?	\$0.00																												
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	J. Discount from Block 4 Worksheet	80.00																												
	K. Funding Commitment Request (I x J)	\$4,925.47																												
12 Form 470 Application Number 687320000864981																														
13 SPIN – Service Provider Identification Number 143004662																														
14 Service Provider Name Southwestern Bell Telephone Company																														
15a <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tarified or month-to-month services.																														
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Entity Number: 139891		Applicant's Form Identifier: Empire Y16																												
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13 SPIN – Service Provider Identification Number 143018999																														
14 Service Provider Name CoxCom, Inc. dba Cox Communications Oklahoma City																														
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Entity Number: 139891		Applicant's Form Identifier: Empire Y16																												
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12 Form 470 Application Number 547910000936302																														
13 SPIN – Service Provider Identification Number 143027750																														
14 Service Provider Name TeacherWeb																														
15a <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tarified or month-to-month services.																														
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Entity Number: 139891	Applicant's Form Identifier: Empire Y16
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 6: Certifications and Signature

24 ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

a ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38)**, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or

b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

25 ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23i on all Block 5 Discount Funding Requests.)	110688.47
b Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	88550.78
c Total applicant non-discount share (Subtract Item 25b from Item 25a.)	22137.69
d Total budgeted amount allocated to resources not eligible for E-rate support	30000
e Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	52137.69

f ☐ Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.

26 ☐ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.

Or ☒ I certify that no technology plan is required by Commission rules.

27 ☒ I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28 ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

30 ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Entity Number: 139891		Applicant's Form Identifier: Empire Y16	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	

Block 6: Certification and Signature (Continued)

31 ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32 ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33 ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

34 ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

35 ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).

36 ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).

37 ☒ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38	Signature of authorized person <input type="checkbox"/>	39	Date
----	---	----	------

40 Printed name of authorized person Chris Webber

41 Title or position of authorized person Consultant

☐ Check here if the consultant in Item 6g is the Authorized Person.

42a Street Address, P.O. Box, or Route Number
PO Box 701713

City Tulsa
State OK Zip Code 74170-1713

Entity Number: 139891		Applicant's Form Identifier: Empire Y16	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	
42b	Telephone Number of authorized Person	(918) 445-0048	Ext.
42c	Fax Number of Authorized Person	(918) 445-0049	
42d	E-mail Address of authorized Person	info@crwconsulting.com	
	Re-enter E-mail Address	info@crwconsulting.com	
42e	Name of Authorized Person's Employer	CRW Consulting	

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:
SLD-Form 471
P.O. Box 7026
Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:
SLD Forms
ATTN: SLD Form 471
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100

FCC Form 471 - October 2010

Close Print Preview

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Exhibit 4: 2014 Form 471

FCC Form 471

Approval by OMB
3060-0806**Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471****Estimated Average Burden Hours per Response: 4 hours**

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)

The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier (Create an identifier for your own reference)		Form 471 Application #:
EMPIRE Y17		951204 (To be assigned by administrator)
Block 1: Billed Entity Address and Identifications		
1 Name of Billed Entity EMPIRE SCHOOL DISTRICT IO-21		
2 Funding Year 2014		
3a Entity Number 139891		
3b FCC Registration Number 0012680039		
4a Street Address, P.O. Box, or Route Number 9450 W CHEROKEE		
City DUNCAN State OK Zip Code 73533-		
4b Telephone Number (580) 252-5392		
4c Fax Number (580) 252-4231		
5a Type of Application (check only one) <input type="radio"/> Individual School (individual public or non-public school) <input checked="" type="radio"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools) <input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries) <input type="radio"/> Statewide application for (enter 2-letter state code) representing (check all that apply) <input type="checkbox"/> All public schools/districts in the state <input type="checkbox"/> All non-public schools in the state <input type="checkbox"/> All libraries in the state		
5b Recipient(s) of Services: <input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Charter <input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency		
Entity Number: 139891		Applicant's Form Identifier: EMPIRE Y17
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048
Block 1: Billed Entity Address and Identifications (continued)		
6a Contact Person's Name Karla Hall or Chris Webber		
If the Contact Person's Street Address is the same as Item 4 above, check here. <input type="checkbox"/> If not, complete Item 6b.		
6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713 City Tulsa State OK Zip Code 74170-1713		
Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.		
<input type="checkbox"/> 6c Telephone Number (918) 445 - 0048		
<input type="checkbox"/> 6d Fax Number (918) 445 - 0049		
<input checked="" type="checkbox"/> 6e E-Mail Address INFO@CRWCONSULTING.COM Re-enter E-mail Address INFO@CRWCONSULTING.COM		
6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address		
If a consultant is assisting you with your application process, please complete Item 6g below:		
6g Consultant Name Karla Hall Name of Consultant's Employer CRW Consulting Consultant's Street Address CRW Consulting PO Box 701713 City Tulsa State OK Zip Code 74170 Consultant's Telephone Number (918) 445-0048 Ext. Consultant's Fax Number (918) 445-0049 Consultant's E-mail Address info@crwconsulting.com Re-enter E-mail Address info@crwconsulting.com Consultant Registration Number 16024800		
Blocks 2 and 3 [Reserved]		

Entity Number: 139891					Applicant's Form Identifier: EMPIRE Y17									
Contact Person: Karla Hall or Chris Webber					Contact Phone Number: (918) 445-0048									
Block 4: Discount Calculation Worksheet										Worksheet - 1643351				
Page 1 of 1														
<p>The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.</p> <p><input type="checkbox"/> Check here if this worksheet contains all eligible entities in the school district or library system.</p>														
9a List entities and calculate discount(s):										(For Administrator's Use)				
School District or Library System Name:										School District or Library System Entity Number:				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	
FIELD HOUSE	16072197	R	59	32	54.237%	80	N	N	N	4720				
EMPIRE ELEMENTARY SCHOOL	84076 40 10890 00504	R	285	160	56.140%	80	N	N	N	22800	P			
EMPIRE HIGH SCHOOL	84077 40 10890 29761	R	101	55	54.455%	80	N	N	N	8080				
BUS BARN	16026971	R	0	0	0.000%	79	N	N	N	0				
EMPIRE JR HIGH	16072196	R	65	43	66.154%	80	N	N	N	5200				
CAFETERIA	16026974	R	0	0	0.000%	79	N	N	N	0				
EARLY CHILDHOOD CENTER	16026976	R	39	18	46.154%	70	N	N	N	2730				
MATH CLASSROOM	16049851	R	90	50	55.556%	80	N	N	N	7200				
BAND CLASSROOM	16049852	R	55	22	40.000%	70	N	N	N	3850				
SUPERINTENDENTS OFFICE	16026972	R	0	0	0.000%	79	N	N	N	0				
9b Shared Services														
SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.			694							54580				79%
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.														
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.														

Entity Number: 139891		Applicant's Form Identifier: EMPIRE Y17																																							
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Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		FRN 2586639 (to be assigned by administrator)																																							
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14 Service Provider Name SBC Long Distance, LLC.																																									
15a <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.																																									
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15c <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).																																									
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16a Billing Account Number (e.g., billed telephone number)																																									
16b <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.																																									
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Entity Number: 139891	Applicant's Form Identifier: EMPIRE Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 5 (Continued):

24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request

☐

Complete the information below for this funding request only if requesting **Telecommunications Services** or **Internet Access** for the purpose of providing broadband and other types of connectivity to school and/or library facilities.

☒

Check this box if this request is for services or equipment that do **not** provide broadband or connectivity. For instance, check the box if this funding request is for internal connections, basic maintenance, or requests for services like e-mail or phone service.

a

Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please make copies of this page and number the completed pages to assure that they are all processed correctly. A response to this item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.

Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps

b

If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.

If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? ____%

2.

If the access is provided by Wi-Fi connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to a Wi-Fi signal? ____%

c

For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? ☐ Yes ☐ No
If no above, are these connections only for backbone connections? ☐ Yes ☐ No

Entity Number: 139891		Applicant's Form Identifier: EMPIRE Y17																																							
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14 Service Provider Name Meet Point Networks LLC																																									
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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps
Fiber optic/OC-x	1	10

b If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? <u>100</u> %
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Entity Number: 139891	Applicant's Form Identifier: EMPIRE Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 5 (Continued):

24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request

☐

Complete the information below for this funding request only if requesting **Telecommunications Services** or **Internet Access** for the purpose of providing broadband and other types of connectivity to school and/or library facilities.

☒

Check this box if this request is for services or equipment that do **not** provide broadband or connectivity. For instance, check the box if this funding request is for internal connections, basic maintenance, or requests for services like e-mail or phone service.

a

Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please make copies of this page and number the completed pages to assure that they are all processed correctly. A response to this item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.

Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps

b

If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.

If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? ____%

2.

If the access is provided by Wi-Fi connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to a Wi-Fi signal? ____%

c

For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? ☐ Yes ☐ No
If no above, are these connections only for backbone connections? ☐ Yes ☐ No

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Entity Number: 139891	Applicant's Form Identifier: EMPIRE Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 5 (Continued):
24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request

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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps

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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps
Fiber optic/OC-x	1	40

b

If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.

If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? 100 %

2.

If the access is provided by Wi-Fi connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to a Wi-Fi signal? 80 %

c

For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? ☐ Yes ☐ No
If **no** above, are these connections only for backbone connections? ☐ Yes ☐ No

Entity Number: 139891	Applicant's Form Identifier: EMPIRE Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 6: Certifications and Signature

25 ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

a ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38)**, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or
b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

26 ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23I on all Block 5 Discount Funding Requests.)	97438.71
b Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	76976.58
c Total applicant non-discount share (Subtract Item 26b from Item 26a.)	20462.13
d Total budgeted amount allocated to resources not eligible for E-rate support	37000
e Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 26c and 26d.)	57462.13
f <input type="checkbox"/> Check this box if you are receiving any of the funds in Item 26e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 26e.	

27 ☐ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.

Or ☒ I certify that no technology plan is required by Commission rules.

28 ☒ I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

29 ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

30 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

31 ☒ I certify that I and the entity(ies) I represent have complied with all program rules, including recordkeeping requirements, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Entity Number: 139891		Applicant's Form Identifier: EMPIRE Y17	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	

Block 6: Certification and Signature (Continued)

32 ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

33 ☒ I certify that I will retain required documents for a period of at least five years (or whatever retention period is required by the rules in effect at the time of this certification) after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

34 ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

35 ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

36 ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).

37 ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).

38 ☒ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

39 Signature of authorized person <input checked="" type="checkbox"/>	40 Date 02/28/2014
---	--------------------

41 Printed name of authorized person Chris Webber

42 Title or position of authorized person Consultant

☐ Check here if the consultant in Item 6g is the Authorized Person.

43a Street Address, P.O. Box, or Route Number
PO Box 701713

City Tulsa
State OK Zip Code 74170-1713

Entity Number: 139891		Applicant's Form Identifier: EMPIRE Y17	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	
43b	Telephone Number of authorized Person (918) 445-0048 Ext.		
43c	Fax Number of Authorized Person (918) 445-0049		
43d	E-mail Address of authorized Person info@crwconsulting.com Re-enter E-mail Address info@crwconsulting.com		
43e	Name of Authorized Person's Employer CRW Consulting		
<p>NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.</p> <p>An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.</p> <p>The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.</p> <p>If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.</p> <p>If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.</p> <p>The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.</p> <p>Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.</p> <p>Please submit this form to: SLD-Form 471 P.O. Box 7026 Lawrence, Kansas 66044-7026</p> <p>For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to: SLD Forms ATTN: SLD Form 471 3833 Greenway Drive Lawrence, Kansas 66046 (888) 203-8100</p>			
FCC Form 471 - December 2013			

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Exhibit 5: 2014 FCDL



Schools and Libraries Division



FUNDING COMMITMENT DECISION LETTER
(Funding Year 2014: 07/01/2014 - 06/30/2015)

April 27, 2016

Karla Hall or Chris Webber
EMPIRE SCHOOL DISTRICT I0-21
PO Box 701713
Tulsa, OK 74170-1713

Re: FCC Form 471 Application Number: 951204
Billed Entity Number (BEN): 139891
Billed Entity FCC Registration Number (FCC RN): 0012680039
Applicant's Form Identifier: EMPIRE Y17

Thank you for your Funding Year 2014 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the FCC Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$17,451.18 is "Approved."
- The amount, \$51,974.57 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Guide to USAC Letter Reports in the Reference Area of our website.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.
- Review technology planning approval requirements.
- Review Children's Internet Protection Act (CIPA) requirements.
- File FCC Form 486.
- Invoice USAC using the FCC Form 474, Service Provider Invoice (SPI) Form, or FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, - as products and services are being delivered and billed.

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address for the person who can most readily discuss this appeal with us.

Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685
Visit us online at: www.usac.org/sl

2. State outright that your letter is an appeal. Include the following to identify the USAC decision letter (e.g., FCDL) and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - FCC Form 471 Application Number 951204 and the Funding Request Number (FRN) or Numbers as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2014," AND
 - The exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, please see "Appeals" in the Schools and Libraries section of the USAC website.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to Disposal or Trade-in of Equipment posted in the Reference Area of our website for more information.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company



FUNDING COMMITMENT REPORT
Billed Entity Name: EMPIRE SCHOOL DISTRICT IO-21
BEN: 139891
Funding Year: 2014

Comment on RAL corrections: The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 951204
Funding Request Number: 2586639
Funding Status: Funded
Category of Service: Telecommunications Service
FCC Form 470 Application Number: 687320000864981
SPIN: 143008823
Service Provider Name: SBC Long Distance, LLC.
Contract Number: N/A
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2014
Service End Date: N/A
Contract Award Date: 12/20/2010
Contract Expiration Date: 06/30/2016
Shared Worksheet Number: 1643351
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,241.36
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,241.36
Discount Percentage Approved by the USAC: 79%
Funding Commitment Decision: \$1,770.67 - ERN approved as submitted

FCDL Date: 04/27/2016
Wave Number: 080
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Karla Hall
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT
Billed Entity Name: EMPIRE SCHOOL DISTRICT IO-21
BEN: 139891
Funding Year: 2014



Comment on RAL corrections: The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 951204
Funding Request Number: 2586641
Funding Status: Not Funded
Category of Service: Internet Access
FCC Form 470 Application Number: 583190001046455
SPIN: 143035519
Service Provider Name: Meet Point Networks LLC
Contract Number: N/A
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2014
Service End Date: N/A
Contract Award Date: 12/06/2012
Contract Expiration Date: 01/14/2015
Shared Worksheet Number: 1643351
Number of Months Recurring Service Provided in Funding Year: 7
Annual Pre-discount Amount for Eligible Recurring Charges: \$38,377.85
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$65,790.60
Discount Percentage Approved by the USAC: 79%
Funding Commitment Decision: \$0.00 - Bidding Violation
Funding Commitment Decision Explanation: MRI: The CED was changed to 01/14/2015 to agree with documentation provided. <><><><><> DRI: Based on documentation provided, FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that "there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances." You posted requests for minimum 6 MBPS on FCC Form 470# 583190001046455 and the associated RFP. You received a bid from OneTel offering these specific services at an amount of \$3505.60 per month, \$112 one-time charge for 12 MBPS, a bid from Network Services offering these specific services at an amount of \$930 per month for 10 MBPS and a bid from Meetpoint offering these specific services at an amount of \$5,482.55 per month, \$1,950 one-time charge for 10 MPBS. All three bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$5,482.55 monthly with a one-time charge of \$1,950. The bid chosen is over five times more costly than the bid offering from Network Services. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. You did not present extenuating circumstances which mitigates your bid choice.

FCDL Date: 04/27/2016
Wave Number: 080
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Karla Hall
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT
Billed Entity Name: EMPIRE SCHOOL DISTRICT IO-21
BEN: 139891
Funding Year: 2014

Comment on RAL corrections: The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 951204
Funding Request Number: 2586644
Funding Status: Funded
Category of Service: Internet Access
FCC Form 470 Application Number: 547910000936302
SPIN: 143027750
Service Provider Name: TeacherWeb
Contract Number: N/A
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2014
Service End Date: N/A
Contract Award Date: 01/04/2012
Contract Expiration Date: 06/30/2015
Shared Worksheet Number: 1643351
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$1,633.91
Pre-discount Amount: \$1,633.91
Discount Percentage Approved by the USAC: 79%
Funding Commitment Decision: \$1,290.79 - FRN approved as submitted

ECDL Date: 04/27/2016
Wave Number: 080
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Karla Hall
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT
Billed Entity Name: EMPIRE SCHOOL DISTRICT 10-21
BEN: 139891
Funding Year: 2014

Comment on RAL corrections: The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 951204
Funding Request Number: 2586722
Funding Status: Funded
Category of Service: Telecommunications Service
FCC Form 470 Application Number: 687320000864981
SPIN: 143004662
Service Provider Name: Southwestern Bell Telephone Company
Contract Number: N/A
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2014
Service End Date: N/A
Contract Award Date: 12/20/2010
Contract Expiration Date: 06/30/2016
Shared Worksheet Number: 1643351
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$6,156.84
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$6,156.84
Discount Percentage Approved by the USAC: 79%
Funding Commitment Decision: \$4,863.90 - FRN approved as submitted

FCDL Date: 04/27/2016
Wave Number: 080
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Karla Hall
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT
Billed Entity Name: EMPIRE SCHOOL DISTRICT IO-21
BEN: 139891
Funding Year: 2014

Comment on RAL corrections: The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 951204
Funding Request Number: 2586736
Funding Status: Funded
Category of Service: Internet Access
FCC Form 470 Application Number: 584560001160618
SPIN: 143015254
Service Provider Name: OneNet (Oklahoma State Regents)
Contract Number: MTM
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 01/15/2015
Service End Date: 06/30/2015
Contract Award Date: N/A
Contract Expiration Date: N/A
Shared Worksheet Number: 1643351
Number of Months Recurring Service Provided in Funding Year: 6
Annual Pre-discount Amount for Eligible Recurring Charges: \$9,558.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$2,500.00
Pre-discount Amount: \$12,058.00
Discount Percentage Approved by the USAC: 79%
Funding Commitment Decision: \$9,525.82 - ERN approved; modified by SLD
Funding Commitment Decision Explanation: MR1: The Service Start Date was changed from 07/01/2014 to 01/15/2015 to agree with the documentation provided during the review of the FCC Form 471.

FCDL Date: 04/27/2016
Wave Number: 080
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Karla Hall
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

Exhibit 6: 2013 Notification of Commitment Adjustment Letter



Notification of Commitment Adjustment Letter

Funding Year 2013: July 1, 2013 - June 30, 2014

May 20, 2016

Karla Hall or Chris Webber
EMPIRE SCHOOL DISTRICT I0-21
PO Box 701713
Tulsa, OK 74170 1713

Re: Form 471 Application Number:	884179
Funding Year:	2013
Applicant's Form Identifier:	Empire Y16
Billed Entity Number:	139891
FCC Registration Number:	0012680039
SPIN:	143035519
Service Provider Name:	Meet Point Networks LLC
Service Provider Contact Person:	Beverley Fielding

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see <https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions>.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRNs) you are appealing. Your letter of appeal must include the
 - Billed Entity Name,
 - Form 471 Application Number,
 - Billed Entity Number, and
 - FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Program - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, see "Appeals" in the "Schools and Libraries" section of the USAC website.

FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letters" posted at <http://www.usac.org/sl/tools/samples.aspx> for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with SLP rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Program
Universal Services Administrative Company

cc: Beverley Fielding
Meet Point Networks LLC

**Funding Commitment Adjustment Report for
Form 471 Application Number: 884179**

Funding Request Number: 2408013
Services Ordered: INTERNET ACCESS
SPIN: 143035519
Service Provider Name: Meet Point Networks LLC
Contract Number: n/a
Billing Account Number:
Site Identifier: 139891
Original Funding Commitment: \$53,515.07
Commitment Adjustment Amount: \$53,515.07
Adjusted Funding Commitment: \$0.00
Funds Disbursed to Date \$51,000.13
Funds to be Recovered from Applicant: \$51,000.13
Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided during the Special Compliance Review, FRN 2408013 will be denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The FCC further codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances. You posted requests for minimum 6 MBPS on FCC

Form 470#583190001046455 and the associated RFP. You received a bid from OneTel offering these specific services at an amount of \$3505.60 per month, \$112 one-time charge for 12 MBPS, a bid from Network Services offering these specific services at an amount of \$930 per month for 10 MBPS and a bid from Meetpoint offering these specific services at an amount of \$5,482.55 per month, \$1,950 one-time charge for 10 MBPS. All three bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$5,482.55 monthly with a one-time charge of \$1,950. The bid chosen is over five times more costly than the bid offering from Network Services. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the price available from another commercial vendor. Therefore, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

Exhibit 7: Administrator Decision Letters



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2013-2014

August 05, 2016

Chris Webber
CRW Consulting LLC
PO Box 701713
Tulsa, OK 74170-1713

Re: Applicant Name: EMPIRE SCHOOL DISTRICT IO-21
Billed Entity Number: 139891
Form 471 Application Number: 884179
Funding Request Number(s): 2408013
Your Correspondence Dated: July 15, 2016

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2013 Notification of Commitment Adjustment Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision. If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2408013
Decision on Appeal: **Denied**
Explanation:

- USAC has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided during the Special Compliance Review, FRN 2408013 will be denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The FCC further codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that there may be situations

where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances. You posted requests for minimum 6 MBPS on FCC Form 470#583190001046455 and the associated RFP. You received a bid from OneTel offering these specific services at an amount of \$3505.60 per month, \$112 one-time charge for 12 MBPS, a bid from Network Services offering these specific services at an amount of \$930 per month for 10 MBPS and a bid from Meet point offering these specific services at an amount of \$5,482.55 per month, \$1,950 one-time charge for 10 MPBS. All three bids are for the specific services requested on the Form 470. You selected a bid from Meet point for an amount of \$5,482.55 monthly with a one-time charge of \$1,950. The bid chosen is over five times more costly than the bid offering from Network Services. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the price available from another commercial vendor. Therefore, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant. In your appeal, you did not show that USAC's determination was incorrect. Consequently, your appeal is denied.

- FCC rules require that applicants select the most cost-effective products and/or services offering with price being the primary factor. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. *See* 47 C.F.R. sec. 54.511(a); also, Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District, El Paso, Texas, et al., Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., SLD Nos. 321479, et al., CC Docket Nos. 96-45, 97-21, Order, 18 FCC Rcd 26407, 26429, FCC 03-313 para. 50 (rel. Dec. 8, 2003). Ineligible products and services may not be factored into the cost-effective evaluation. *See* Common Carrier Bureau Reiterates Services Eligible for Discounts to Schools and Libraries, CC Docket No. 96-45, Public Notice, 13 FCC Rcd 16570, DA 98-1110 (rel. Jun. 11, 1998).

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2014-2015

July 19, 2016

Chris Webber
Empire School District I0-21
CRW Consulting, LLC
PO Box 701713
Tulsa, OK 74170-1713

Re: Applicant Name: EMPIRE SCHOOL DISTRICT I0-21
Billed Entity Number: 139891
Form 471 Application Number: 951204
Funding Request Number(s): 2586641
Your Correspondence Dated: June 24, 2016

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2014 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision. If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2586641
Decision on Appeal: **Denied**
Explanation:

- USAC denied your Appeal based on the documentation provided. Empire School District I0-21's Funding Request Number (FRN) 2586641 was denied because it was determined that the costs of the products and services in your funding request were significantly higher than the costs generally available in your marketplace for the same or similar products or services. There is no evidence that the reason for the excessive costs is due to extenuating circumstances. You have not demonstrated on appeal that USAC's determination was incorrect. Consequently, USAC denies your Appeal.
- FCC rules state that, in selecting a service provider, the applicant must carefully consider all bids submitted and must select the most cost-effective service or equipment offering, with price being the primary factor, which will result in being

the most cost-effective means of meeting educational needs and the technology plan goals. *See* 47 C.F.R. secs. 54.511(a), 54.503(c)(2)(vii), 54.504(a)(1)(xi). *See* also Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District, El Paso, Texas, et al., Federal-State Joint Board of Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., SLD Nos. 321479, et al., CC Docket Nos. 96-45 and 97-21, Order, 18 FCC Red 26407, FCC 03-313 paras. 47-55 (Dec. 8, 2003). Service providers shall not charge the entities a price above the lowest corresponding price. *See* 47 C.F.R. sec. 54.511(b). In order to ensure that applicants are not requesting discounts for services beyond their reasonable needs, USAC denies funding request(s) for not being cost-effective. The costs of the products and services in a funding request should not be significantly higher than the costs generally available in the applicant's marketplace for the same or similar products or services. For example, equipment at prices two or three times greater than the prices available from commercial vendors would not be cost effective, unless there were extenuating circumstances. *See* Ysleta Order para. 54.

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

Exhibit 8: Bid Evaluations

BID EVALUATION SHEET - Full

Erate Year 2013

SERVICE/EQUIPMENT BID IS FOR: Internet AccessCOMPANY SUBMITTING BID: Network Services

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	25
SERVICE HISTORY	20	0
EXPERTISE OF COMPANY	20	20
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	15
LOCATION OF COMPANY	15	5
TOTAL POINTS	100	65

Bid Evaluated by: Josh SkilesDate: 11-16-12Signature: Josh Skiles

BID EVALUATION SHEET - Full

Erate Year 2013

SERVICE/EQUIPMENT BID IS FOR: Internet AccessCOMPANY SUBMITTING BID: Windstream

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	20
SERVICE HISTORY	20	15
EXPERTISE OF COMPANY	20	20
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	15
LOCATION OF COMPANY	15	15
TOTAL POINTS	100	85

Bid Evaluated by: Josh SkilesDate: 11-16-12Signature: Josh Skiles

BID EVALUATION SHEET - Full

Erate Year 2013

SERVICE/EQUIPMENT BID IS FOR: Internet AccessCOMPANY SUBMITTING BID: Meetspoint

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	15
SERVICE HISTORY	20	20
EXPERTISE OF COMPANY	20	20
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	20
LOCATION OF COMPANY	15	15
TOTAL POINTS	100	90

Bid Evaluated by: Josh SkilesDate: 11-16-12Signature: Josh Skiles

BID EVALUATION SHEET - Full

Erate Year 2013

SERVICE/EQUIPMENT BID IS FOR: Internet AccessCOMPANY SUBMITTING BID: Onetel

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	10
SERVICE HISTORY	20	0
EXPERTISE OF COMPANY	20	20
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	19
LOCATION OF COMPANY	15	5
TOTAL POINTS	100	50

Bid Evaluated by:

Josh Skiles

Date:

11-16-12

Signature:

Josh Skiles